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(after 1<sup>st</sup> September 2004)**

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Exhibit B	Implementation of Offshore Electricity Transmission	V1.12	Direction from Secretary of State	31/12/10
Exhibit C	Implementation of Offshore Electricity Transmission	V1.5	Direction from Secretary of State	31/12/10

<b>Section</b>	<b>Section Title</b>	<b>Version</b>	<b>Related Modification Proposal</b>	<b>Effective Date</b>
Exhibit 3A	Implementation of Offshore Electricity Transmission	V1. 2	Direction from Secretary of state	31/12/10
Exhibit 3A	Implementation of Offshore Electricity Transmission	V1. 2	Direction from Secretary of state	31/12/10
Exhibit I	Implementation of Offshore Electricity Transmission	V1. 10	Direction from Secretary of state	31/12/10
Exhibit J	Implementation of Offshore Electricity Transmission	V1. 4	Direction from Secretary of state	31/12/10
Exhibit K	Implementation of Offshore Electricity Transmission	V1. 4	Direction from Secretary of state	31/12/10
Section 14	Use of System Charging Methodology	V1.1	GB ECM 27	26/1/11
Section 8	CUSC Modification	V1.19	CAP179	31/01/11
Section 11	Interpretation and Definitions	V1.42	CAP179	31/01/11
Section 11	Interpretation and Definitions	V1.43	CMP194	05/07/11
Section 14	Use of System Charging Methodology	V1.2	CMP193	05/07/11
Section 8	CUSC Modification	V1.20	CMP196	29/09/11
Section 11	Interpretation and Definitions	V1.44	CMP196	29/09/11
Section 8	CUSC Modification	V1.21	CMP195	02/12/11
Section 11	Interpretation and Definitions	V1.45	CMP195	02/12/11
Section 3	Use of System	V1.13	CMP197	03/01/12
Section 11	Interpretation and Definitions	V1.46	CMP197 and CMP199	03/01/12
Schedule 3	Balancing Services	V1.7	CMP199	03/01/12
Section 2	Connections	V1.10	CAP189	30/01/12
Section 11	Interpretation and Definitions	V1.47	CAP189	30/01/12
Schedule 2 Exhibit 1	Bilateral Connections Agreement	V1.7	CAP189	30/01/12
Exhibit B	Connection Application	V1.13	CAP189	30/01/12
Section 8	CUSC Modification	V1.22	CMP198	31/01/12
Section 1	Applicability of Sections and related Agreements Structure	V1.10	CMP192	30/03/12

<b>Section</b>	<b>Section Title</b>	<b>Version</b>	<b>Related Modification Proposal</b>	<b>Effective Date</b>
Section 5	Events of Default, De energisation, Disconnection	V1.9	CMP192	30/03/12
Section 6	General Provisions	V1.20	CMP192	30/03/12
Section 10	Transitional Issues	V1.4	CMP192	30/03/12
Section 11	Interpretation and Definitions	V1.48	CMP192	30/03/12
Section 15	User Commitment Methodology	V1.0	CMP192	30/03/12
Schedule 2 Exhibit 3	Construction Agreement	V1.8	CMP192	01/04/13
Schedule 2 Exhibit 3A	Offshore Construction Agreement	V1.3	CMP192	01/04/13
Exhibit MM1	Cancellation Charge Statement	V1.0	CMP192	30/03/12
Exhibit MM2	Cancellation Charge Secured Amount	V1.0	CMP192	30/03/12
Exhibit MM3	Notification of Fixed Attributable Works Cancellation Charge	V1.0	CMP192	30/03/12
Schedule 2 – Exhibit 4	Schedule 2 Exhibit 4 - Mandatory Services Agreement	V1.6	CMP205	10/05/12
Section 11	Interpretation and Definitions	V1.49	CMP200	15/05/12
Section 2	Connection	V1.11	CMP200	15/05/12
Section 6	General provisions	V1.21	CMP200	15/05/12
Exhibit C	Connection Offer	V1.6	CMP200	15/05/12
Schedule 2 Exhibit 3A	Offshore Construction Agreement	V1.3	CMP200	15/05/12
Section 4	Balancing Services	V1.19	CMP204	07/06/12
Section 14	Charging Methodologies	V1.3	CMP202	30/08/12
Section 3	Use of System	V1.14	CMP206	03/12/12
Section 11	Interpretation and Definitions	V1.50	CMP206	03/12/12
Section 14	Charging Methodologies	V1.4	CMP206	03/12/12
Table of contents	CMP203 change and inclusion of Section 15	V.15	CMP206	03/12/12

<b>Section</b>	<b>Section Title</b>	<b>Version</b>	<b>Related Modification Proposal</b>	<b>Effective Date</b>
Section 5	Relevant Interruptions	V1.10	CMP212	24/01/13
Section 11	Interpretation and Definitions	V1.51	CMP211, CMP212	24/01/13
Section 14	Charging Methodologies	V1.5	CMP203	01/04/13
Section 11	Interpretation and Definitions	V1.52	CMP217	01/05/13
Section 9	Interconnectors	V1.9	CMP215	22/05/13
Section 11	Interpretation and Definitions	V1.53	CMP215	22/05/13
Exhibit F	Supplier Interconnector User, Interconnector Error Administrator	V1.8	CMP215	22/05/13
Exhibit H	Supplier Interconnector User Interconnector Error Administrator	V1.4	CMP215	22/05/13
Section 11	Interpretation and Definitions	V1.54	CMP208	01/06/13
Section 3	Use of System	V1.15	CMP208	01/06/13
Section 2	Connection	V1.12	CMP218	16/10/13
Section 3	Use of System	V1.16	CMP218	16/10/13
Section 11	Interpretation and Definitions	V1.55	CMP218	16/10/13
Section 15	User Commitment Methodology	V1.1	CMP218	16/10/13
Section 9	Interconnectors	V1.10	CMP216	01/11/13
Section 8	CUSC Modification	V1.23	CMP220	03/12/13
Section 11	Interpretation and Definitions	V1.56	CMP220	03/12/13
Section 10	Transitional Issues	V1.5	CMP219	09/01/14
Section 11	Interpretation and Definitions	V1.57	CMP219	09/01/14
Section 15	User Commitment Methodology	V1.2	CMP219	09/01/14
Schedule 2, Exhibit 3	Construction Agreement	V1.9	CMP219	09/01/14
Exhibit MM3	Notification of Fixed Attributable Works Cancellation Charge	V1.1	CMP219	09/01/14
Section 14	Charging Methodologies	V1.6	Fast Track Modification CMP226	12/03/14
Section 11	Interpretation and Definitions	V1.58	CMP221	31/03/14



<b>Section</b>	<b>Section Title</b>	<b>Version</b>	<b>Related Modification Proposal</b>	<b>Effective Date</b>
Section 11	Interpretation and Definitions	V1.59	Fast Track Modification CMP229	21/04/14
Section 8	CUSC Modification	V1.24	Fast Track Modification CMP229	21/04/14
Section 14	Charging Methodologies	V1.7	Fast Track Modification CMP230	05/06/14
Section 1	Applicability of Sections and related Agreements Structure	V1.11	Secretary of State direction - Generator Commissioning Clause	10/06/14
Section 2	Connection	V1.13	Secretary of State direction - Generator Commissioning Clause	10/06/14
Section 11	Interpretation and Definitions	V1.60	Secretary of State direction - Generator Commissioning Clause	10/06/14
Exhibit B	Connection Application	V1.14	Secretary of State direction - Generator Commissioning Clause	10/06/14
Exhibit C	Connection Offer	V1.7	Secretary of State direction - Generator Commissioning Clause	10/06/14
Schedule 2, Exhibit 1	Bilateral Connection Agreement	V1.8	Secretary of State direction - Generator Commissioning Clause	10/06/14
Schedule 2, Exhibit 3 A	Offshore Construction Agreement	V1.5	Secretary of State direction - Generator Commissioning Clause	10/06/14
Section 2	Connection	V1.14	CMP228	07/07/14

<b>Section</b>	<b>Section Title</b>	<b>Version</b>	<b>Related Modification Proposal</b>	<b>Effective Date</b>
Section 11	Interpretation and Definitions	V1.61	CMP228	07/07/14
Section 15	User Commitment Methodology	V1.3	CMP228	07/07/14
Section 8	CUSC Modification	V1.25	CMP225	10/07/14
Section 11	Interpretation and Definitions	V1.62	CMP225	10/07/14
Section 14	Charging Methodologies	V1.8	Fast Track Modification CMP231 & CMP232	22/07/14
Section 4	Balancing Services	V1.20	Electricity Market Reform	01/08/14
Section 6	General provisions	V1.22	Electricity Market Reform	01/08/14
Section 7	CUSC Dispute resolution	V1.3	Electricity Market Reform	01/08/14
Section 8	CUSC Modification	V1.26	Electricity Market Reform	01/08/14
Section 11	Interpretation and Definitions	V1.63	Electricity Market Reform	01/08/14
Section 14	Charging Methodologies	V1.9	CMP224	22/10/14
Exhibit F	Supplier Interconnector user, Interconnector error administrator	V1.9	CMP233	31/10/14
Section 15	User Commitment Methodology	V1.4	CMP240	12/03/15
Section 6	General provisions	V1.23	CMP238	26/03/15
Exhibit I	Modification application	V1.11	CMP238	26/03/15
Section 14	Charging Methodologies	V1.10	CMP234 & CMP241	01/04/15
Section 1	Applicability of Sections and related agreements structure	V1.12	CMP222	01/04/15
Section 11	Interpretation and definition	V1.64	CMP222	01/04/15
Section 15	User Commitment Methodology	V1.5	CMP222	01/04/15
Schedule 2, Exhibit 3	Construction Agreement	V1.10	CMP222	01/04/15
Exhibit MM1	Cancellation Charge Statement	V2	CMP222	01/04/15
Section 6	General provisions	V1.24	CMP223	28/07/15
Section 10	Transitional Issues	V1.6	CMP223	28/07/15
Section 11	Interpretation and definition	V1.65	CMP223	28/07/15
Section 15	User Commitment	V1.6	CMP223	28/07/15

<b>Section</b>	<b>Section Title</b>	<b>Version</b>	<b>Related Modification Proposal</b>	<b>Effective Date</b>
	Methodology			
Schedule 2 Exh 3	Construction Agreement	V1.11	CMP223	28/07/15
Section 11	Interpretation and definition	V1.66	CMP235/6	29/07/15
Section 11	Interpretation and definition	V1.67	CMP252	22/09/15
Section 14	Charging Methodologies	V1.11	CMP247	23/11/15
Section 11	Interpretation and definition	V1.68	CMP254	18/03/16
Section 3	Use of System	V1.17	CMP254	18/03/16
Section 11	Interpretation and definition	V1.69	CMP258	22/03/2016
Section 14	Charging Methodology	V1.12	CMP213, CMP242, CMP248 and CMP263	01/04/2016
Section 14	Charging Methodology	V1.13	CMP255	18/08/2016
Section 14	Charging Methodology	V1.14	CMP266	22/12/2016
Section 4	Balancing Services	V1.21	CMP237	01/02/2017
Section 8	CUSC Modification	V1.27	CMP272	14/03/2017
Section 11	Interpretation and definition	V1.70	CMP272	14/03/2017
Section 8	CUSC Modification	V.1.28	CMP279	31/05/2017
Section 14	Charging Methodology	V1.15	CMP277	06/07/2017
Section 14	Charging Methodology	V1.16	CMP278	06/07/2017
Section 11	Interpretation and definition	V1.71	CMP283	15/11/2017
Section 9	Interconnectors	V1.11	CMP283	15/11/2017

## Appendix A – Revisions to the CUSC for the implementation of BETTA

This table sets out the amendments to the GB CUSC which are to take effect on immediately – 1<sup>st</sup> September 2004.

CUSC Text Location	Amendments
<b>Section 1</b>	
1.2.4	Row 1 in the table replace “ <b>NGC</b> ” with “ <b>GB</b> ”.
1.2.4	Row 3 in the table replace “ <b>NGC</b> ” with “ <b>GB</b> ”.
1.3.1(a)	Second line replace “ <b>NGC</b> ” with “ <b>GB</b> ”.
1.3.1(c)(i)	Replace the three references to “ <b>NGC</b> ” with “ <b>GB</b> ”.
1.3.2	Replace the reference to “ <b>NGC</b> ” with “ <b>GB</b> ”.
1.4.1	Replace the reference to “ <b>NGC</b> ” with “ <b>GB</b> ”.
<b>Section 2</b>	
Contents Page, 2.17	Replace “ <b>NGC</b> ” with “Transmission Connection”.
2.1.1	Replace “ <b>NGC</b> ” with “ <b>GB</b> ”.
2.1.2	Replace the two references to “ <b>NGC</b> ” with “ <b>GB</b> ”.
2.2.1	Replace the reference in line 5 to “ <b>NGC</b> ” with “ <b>GB</b> ”.
2.2.2(b)	Replace the reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 5.
2.2.3	Replace the reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 7.
2.2.4	Replace the references to “ <b>NGC</b> ” with “ <b>GB</b> ” on lines 1 and 3
2.3.1.	Replace reference to “ <b>NGC</b> ” on lines 3 and 6 with “ <b>GB</b> ”.
2.3.2	Replace the two references to “ <b>NGC</b> ” with “ <b>GB</b> ”.
2.4	Replace reference to “ <b>NGC</b> ” on line 4 with “ <b>GB</b> ”.
2.5	Replace reference to “ <b>NGC</b> ” on line 4 with “ <b>Transmission Connection</b> ” and replace reference to “ <b>NGC</b> ” on last line with “ <b>GB</b> ”.
2.6	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>Subject to the provisions of the <b>Grid Code</b> and the relevant <b>Bilateral Connection Agreement</b>, <b>NGC</b> and each <b>User</b> shall, as between <b>NGC</b> and that <b>User</b>, be entitled to plan and execute outages of parts of in the case of <b>NGC</b> the <b>GB Transmission System</b> or <b>Transmission Plant</b> or <b>Transmission Apparatus</b> and in the case of the <b>User</b> its <b>System</b> or <b>Plant</b> or <b>Apparatus</b> at any time and from time to time.</p>
2.7	Replace reference to “ <b>NGC</b> ” on line 2 with “ <b>GB</b> ”.
2.9.4	Insert the words:- “in England and Wales” after the word “ <b>Commissioned</b> ” on line 1.
2.10	Amend paragraph as identified by the change marking in the text below:-

	<p><b>2.10 SAFETY RULES</b> Safety Rules</p> <p>2.10.1 In relation to a <b>Connection Site</b> in England and Wales <b>NGC</b> and each <b>User</b> will each supply to the other and in relation to a <b>Connection Site</b> in Scotland <b>NGC</b> shall procure that the <b>Relevant Transmission Licensee</b> supplies to the <b>User</b> a copy of their <b>Safety Rules</b> current from time to time, including any site-specific <b>Safety Rules</b>, and also a copy of the <b>Local Safety Instructions</b> applicable at each <b>Connection Site</b> from time to time.</p> <p>2.10.2 In relation to a <b>Connection Site</b> in Scotland each <b>User</b> will supply to the <b>Relevant Transmission Licensee</b> a copy of their <b>Safety Rules</b> current from time to time, including any site-specific <b>Safety Rules</b>, and also a copy of the <b>Local Safety Instructions</b> applicable at each <b>Connection Site</b> from time to time.</p>
2.11	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p><b>2.11 INTERFACE AGREEMENT</b></p> <p>2.11.1 In relation to <b>Connection Sites</b> and <b>New Connection Site(s)</b> in England and Wales <b>NGC</b> and each <b>User</b> undertake to enter into an <b>Interface Agreement</b> with each other and in relation to <b>Connection Sites</b> and <b>New Connection Sites(s)</b> in Scotland <b>NGC</b> shall procure that the <b>Relevant Transmission Licensee</b> shall enter into an <b>Interface Agreement</b> with a <b>User</b> in either case in a form to be agreed between them but based substantially on the forms set out in Exhibit O to the <b>CUSC</b> as appropriate where such <b>Interface Agreement(s)</b> is/are required pursuant to the applicable <b>Bilateral Connection Agreement</b> or otherwise.</p> <p>2.11.2 In relation to <b>Connection Sites</b> and <b>New Connection Site(s)</b> in Scotland the <b>User</b> undertakes to enter into an <b>Interface Agreement</b> with the <b>Relevant Transmission Licensee</b> in a form to be agreed between them but based substantially on the forms set out in Exhibit O to the <b>CUSC</b> as appropriate where such <b>Interface Agreement(s)</b> is/are required pursuant to the applicable <b>Bilateral Connection Agreement</b> or otherwise.</p>
2.12.1(a)	Replace reference to “ <b>NGC</b> ” on line 2 with “ <b>GB</b> ”.
2.12.1(b)	Replace reference to “ <b>NGC</b> ” on line 3 and line 6 with “ <b>GB</b> ”.
2.12.1(c)	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>(c) in relation to <b>Transmission Plant</b> and <b>Transmission Apparatus</b> located between the <b>GB Transmission System</b> and a <b>Distribution System</b> but designed for a voltage of 132KV or below in England and Wales and below 132kV in Scotland, the electrical</p>

	boundary is at the busbar clamp on the busbar side of the busbar selector isolator on the <b>Distribution System</b> circuit or, if a conventional busbar does not exist, an equivalent isolator. If no isolator exists, an agreed bolted connection at or adjacent to the tee point shall be deemed to be an isolator for these purposes;
2.12.1(d)	Replace reference to “ <b>NGC</b> ” on line 2 with “ <b>GB</b> ”.
2.12.2	Amend paragraph as identified by the change marking in the text below:-  2.12.2 If a <b>User</b> wants to use transformers of specialised design for unusual load characteristics at the electrical boundary, these shall not be owned by the <b>User</b> and shall form part of the <b>GB Transmission System</b> but the <b>User</b> shall pay <b>NGC</b> for the proper and reasonable additional cost thereof as identified by <b>NGC</b> in the <b>Offer</b> covering such transformers. In this Paragraph 2.12.2 “unusual load characteristics” means loads which have characteristics which are significantly different from those of the normal range of domestic, commercial and industrial loads (including loads which vary considerably in duration or magnitude).
2.13.2	Replace “C7D” with “C8”.
2.13.3	Replace “C7E” with “C9”.
2.14.2	Delete reference to “ <b>NGC</b> ” on line 2 and replace with “the <b>Transmission Connection</b> ”.
2.14.3(a)	Delete reference to “ <b>NGC</b> ” on line 3 and replace with “ <b>Transmission Connection</b> ”.
2.14.3(b)	Delete references to “ <b>NGC</b> ” on lines 4 and 7 and replace with “ <b>Transmission Connection</b> ”.
2.14.3(c)	Delete reference to “ <b>NGC</b> ” on line 6 and replace with “ <b>Transmission Connection</b> ”.
2.15.4	Replace “ <b>NGC</b> ” with “ <b>Transmission Connection</b> ” on line 2. Replace “ <b>NGC</b> ” with “ <b>GB</b> ” on lines 4 and 5. Replace “C7” and “C7B” with “C4” and “C6” respectively.
2.17 heading	Replace reference to “ <b>NGC</b> ” with “ <b>TRANSMISSION CONNECTION</b> ”.
2.17.1	Replace reference to “ <b>NGC</b> ” with “ <b>Transmission Connection</b> ” on line 3.
2.17.2	Amend paragraph as identified by the change marking in the text below:-  2.17.2 Where in <b>NGC</b> ’s reasonable opinion to enable <b>NGC</b> to comply with its statutory and licence duties and/or to enable any <b>Relevant Transmission Licensee</b> to comply with its statutory and

	licence duties it is necessary to replace a <b>Transmission Connection Asset NGC</b> shall give written notice of this (a " <b>Replacement Notice</b> ") such notice to be given (subject to Paragraph 2.17.7) as soon as practicable.
2.17.4	Replace reference to " <b>NGC</b> " on last line with " <b>Transmission Connection</b> ".
2.17.5	Replace reference to " <b>NGC</b> " on last line with " <b>Transmission Connection</b> ". Replace reference to "C7E" with "C9".
2.17.6	Replace second reference to " <b>NGC</b> " on first line with " <b>Transmission Connection</b> ".
2.17.7	Amend paragraph as identified by the change marking in the text below:-  <b>2.17.7 NGC</b> shall take all reasonable steps to avoid exercising its rights pursuant to this Paragraph but in the event that <b>NGC</b> has reasonable grounds to believe, given its licence and statutory duties or the statutory and licence duties of a <b>Relevant Transmission Licensee</b> that a <b>Transmission Connection Asset</b> should be replaced prior to or during the process outlined above then <b>NGC</b> shall consult with the <b>User(s)</b> as far as reasonably practicable and shall be entitled to replace such <b>Transmission Connection Asset</b> and shall advise the <b>User(s)</b> of this and as soon as practicable make an offer for such replacement which can be accepted or referred in accordance with Paragraph 2.17.5 above.
2.17.8	Replace reference to " <b>NGC</b> " on second line with " <b>Transmission Connection</b> ".
2.17.9	Replace reference to " <b>NGC</b> " on first and sixth line with " <b>Transmission Connection</b> ".
2.18.1	Replace reference to " <b>NGC</b> " on second but last line with " <b>Transmission Connection</b> ".
2.18.2	Amend paragraph as identified by the change marking in the text below:-  <b>2.18.2 NGC</b> shall use its reasonable endeavours to re-use <b>Transmission Connection Assets</b> where <b>Termination Amounts</b> have been paid on the basis set in <b>the Statement of the Connection Charging Methodology</b> . Subject to Paragraph 2.18.4, in the event that a <b>Termination Amount</b> is paid in respect of <b>Transmission Connection Assets</b> and subsequently such <b>Transmission Connection Assets</b> in respect of which a payment has been made are re-used in the <b>GB Transmission System</b> then <b>NGC</b> shall pay to the <b>User</b> a sum calculated in accordance with the <b>Statement of the Connection Charging Methodology</b> .
2.18.3	Replace reference to " <b>NGC</b> " on the first and seventh lines with " <b>Transmission Connection</b> " and on line 3 with " <b>GB</b> ".

2.18.4	Replace reference to “ <b>NGC</b> ” on sixth line with “ <b>Transmission Connection</b> ”.
2.18.5	Replace reference to “ <b>NGC</b> ” on sixth line with “ <b>Transmission Connection</b> ”.
2.19.1	Amend paragraph as identified by the change marking in the text below:-  2.19.1 Where a <b>User</b> has a connection to the <b>GB Transmission System</b> it shall provide security for <b>Termination Amounts</b> for <b>Transmission Connection Assets Commissioned</b> after the <b>Transfer Date</b> in accordance with this Paragraph 2.19. For the avoidance of doubt references to <b>Termination Amounts</b> in this Part III only relate to <b>Termination Amounts</b> payable in respect of such <b>Transmission Connection Assets</b> .
2.19.2	Replace reference to “ <b>NGC</b> ” on first line with “ <b>GB</b> ”.
<b>Section 3</b>	
Contents Page, 3.2	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ”.
Contents Page, 3.4	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ”.
3.1	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on first line.
3.2 heading	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ”.
3.2.1	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on last line.
3.2.3(a)	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on fourth line.
3.2.3(b)	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on eighth line.
3.2.4	In first paragraph replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on third line.
3.2.4	In second paragraph amend paragraph as identified by the change marking in the text below:- Outages Subject to the provisions of the <b>Grid Code, NGC</b> and each <b>User</b> (with <b>Plant</b> and/or <b>Apparatus</b> ) shall, as between <b>NGC</b> and that <b>User</b> , be entitled to plan and execute outages of parts of in the case of <b>NGC</b> , the <b>GB Transmission System</b> or <b>Transmission Plant</b> or <b>Transmission Apparatus</b> and in the case of a <b>User</b> , its <b>System</b> or <b>Plant</b> or <b>Apparatus</b> , at any time and from time to time.
3.2.6	Replace reference to “ <b>NGC</b> ” on line 3 with “ <b>Transmission</b> ” and replace “ <b>NGC</b> ” on line 10 with “ <b>GB</b> ”.
3.3.1(a)	Replace reference to “ <b>NGC</b> ” on second line with “ <b>GB</b> ”.
3.3.3	Insert “in England and Wales” after “ <b>Commissioned</b> ” on first line.
3.4 heading	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ”.
3.4.1	Replace reference to “ <b>NGC</b> ” on last line with “ <b>GB</b> ”.
3.4.2	Replace reference to “ <b>NGC</b> ” on third line with “ <b>GB</b> ”.



3.4.3	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” in line 2 and insert “ <b>Transmission</b> ” before “ <b>Plant</b> ” in line 3 and before “ <b>Apparatus</b> ” in line 4.
3.6.2	Replace reference to “ <b>NGC</b> ” on third line with “ <b>GB</b> ”.
3.7.1	Replace reference to “ <b>NGC</b> ” on first and third lines with “ <b>GB</b> ”.
3.7.2	Replace “C7D” with “C8”.
3.7.3	Replace “C7D” with “C8”.
3.7.4	Replace “C7E” with “C9”.
3.7.5	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on sixth line.
3.8.3(a)	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on first line.
3.8.3(b)	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on second line.
3.8.4	Insert “ <b>GB</b> ” before “ <b>Transmission</b> ” on line 3.
3.9.1	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>3.9.1 Subject to the provisions of the <b>CUSC</b>, and any relevant <b>Bilateral Agreement</b>, together with the relevant <b>Charging Statements</b>, each <b>User</b> shall with effect from the relevant date set out in the relevant <b>Bilateral Agreement</b> (or in the <b>Use of System Supply Confirmation Notice</b>) be liable to pay to <b>NGC</b> the <b>Use of System Charges</b> in accordance with the <b>CUSC</b> calculated in accordance with the <b>Statement of Use of System Charges</b> and the <b>Statement of the Use of System Charging Methodology</b> and Standard Condition C13 of the <b>Transmission Licence</b>. <b>NGC</b> shall apply and calculate the <b>Use of System Charges</b> in accordance with the <b>Statement of Use of System Charges</b> and the <b>Statement of the Use of System Charging Methodology</b> and Standard Condition C13 of the <b>Transmission Licence</b>.</p>
3.9.2	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>3.9.2 Each <b>User</b> shall, as between <b>NGC</b> and that <b>User</b>, in accordance with this Part II and Paragraph 6.6, be liable to pay to <b>NGC</b> (or <b>NGC</b> shall be so liable to pay to the <b>User</b>) the <b>Transmission Network Use of System Charges</b> in respect of its use of the <b>GB Transmission System</b> applied and calculated in accordance with the <b>Statement of Use of System Charges</b> and <b>Statement of the Use of System Charging Methodology</b> and Standard Condition C13 of the <b>Transmission Licence</b>.</p>
3.9.5	Replace reference to “ <b>NGC</b> ” with “the <b>GB</b> ” on first line.
3.22.2	Replace “ <b>NGC</b> ” with “ <b>GB</b> ” on line 6.
<b>Section 4</b>	

4.1.2.5	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p><i>Monitoring</i></p> <p>4.1.2.5 In order to comply with its obligations contained in <b>Grid Code OC 5</b>, <b>NGC</b> may use its <b>Operational Metering Equipment</b>, or <b>Operational Metering Equipment</b> owned by a <b>Relevant Transmission Licensee</b> in accordance with Paragraph 6.7.3 to ensure that, in respect of each <b>BM Unit</b>, a <b>User</b> is complying with its obligations to provide the <b>Obligatory Reactive Power Service</b> both in accordance with the <b>Grid Code</b> and in accordance with the terms of the <b>Mandatory Services Agreement</b>.</p>
<b>Section 5</b>	
5.1.1(a)	Replace reference to “ <b>NGC</b> ” on line 4 to “ <b>GB</b> ”.
5.1.1(b)	Replace reference to “ <b>NGC</b> ” on lines 2 and 4 to “ <b>GB</b> ”.
5.1.1	In last paragraph replace reference to “ <b>NGC</b> ” on line 6 to “ <b>GB</b> ”.
5.1.3	Replace reference to “ <b>NGC</b> ” on line 3 to “ <b>GB</b> ”.
5.2.1	Replace reference to “ <b>NGC</b> ” on lines 2 and 5 to “ <b>GB</b> ”.
5.2.2	Replace reference to “ <b>NGC</b> ” on line 2 to “ <b>GB</b> ”.
5.3.1(b)(i)	After the word “Court” in line 1, include the words “in England and Wales or an order of the Court of Session in Scotland”.
5.3.1(b)(ii)	Replace number “29” in line 4 with “51”, in order that the reference is to section 251 of the Insolvency Act, and not to section 29.
5.3.4	<p>Amend paragraph 5.3.4(a) as identified by the change marking in the text below:-</p> <p>(a) the <b>User</b> shall remove any of the <b>User's Equipment</b> on, in the case of <b>Connection Sites</b> in England and Wales, <b>NGC's</b> or, in the case of <b>Connection Sites</b> in Scotland, <b>Relevant Transmission Licensee's</b> land(as appropriate) within 6 months or such longer period as may be agreed between the <b>User</b> and <b>NGC</b> or the <b>Relevant Transmission Licensee</b> (as appropriate);</p> <p>Insert the following as new sub-paragraph (b)</p> <p>(b)in the case of <b>Connection Sites</b> in England and Wales, <b>NGC</b> shall remove and, in the case of <b>Connection Sites</b> in Scotland, <b>NGC</b> shall procure that the <b>Relevant Transmission Licensee</b> removes, any of the <b>Transmission Connection Assets</b> on the <b>User's</b> land within 6 months or such longer period as may be agreed between the <b>User</b> and <b>NGC</b> or the <b>Relevant Transmission Licensee</b> (as appropriate);</p> <p>Renumber sub-paragraphs (b) and (c) as (c) and (d) respectively.</p>
5.4.1	Replace reference to “ <b>NGC</b> ” on lines 3 and second but last line to “ <b>GB</b> ”.
5.4.3(a)(i)	Replace the second reference to “ <b>NGC</b> ” on second but last line with “ <b>GB</b> ”.

5.4.4	<p>Amend heading and first paragraph as identified by the change marking in the text below:-</p> <p>5.4.4 Consequence on Transmission Licence</p> <p>If a breach of the nature referred to in Paragraph 5.4.1 continues to the extent that it places or seriously threatens to place in the immediate future <b>NGC</b> in breach of the <b>Transmission Licence</b> and/or places or seriously threatens to place in the immediate future any <b>Relevant Transmission Licensee</b> in breach of its transmission licence <b>NGC</b> may:</p>
5.4.5(a)(iii)	Replace reference to “ <b>NGC</b> ” on last line with “ <b>GB</b> ”.
5.4.5(a)(iv)	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>(iv) in the case of a <b>De-energisation</b> under Paragraph 5.4.4 ceasing in <b>NGC’s</b> opinion to place or seriously threaten to place in the immediate future <b>NGC</b> in material breach of the <b>Transmission Licence</b> and/or places or seriously threatens to place in the immediate future any <b>Relevant Transmission Licensee</b> in material breach of its transmission licence,</p>
5.4.5(b)	Replace “C7E” with “C9”.
5.4.7(a)	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>(a) <b>NGC</b> shall in relation to such an <b>Event of Default</b> of a <b>User</b> in relation to a <b>Connection Site</b>:</p> <p><b>(i) Disconnect</b> all the <b>User’s Equipment</b> at the <b>Connection Site</b>; and</p> <p><b>(ii) the User</b> concerned shall remove any of the <b>User’s Equipment</b> on, in the case of <b>Connection Sites</b> in England and Wales, <b>NGC’s</b> or, in the case of <b>Connection Sites</b> in Scotland, <b>Relevant Transmission Licensee’s</b> land (as appropriate) within six (6) months of the date of termination or such longer period as may be agreed between <b>NGC</b> or the <b>Relevant Transmission Licensee</b> (as appropriate) and the relevant <b>User</b>; and</p> <p><b>(iii)</b> in the case of <b>Connection Sites</b> in England and Wales, <b>NGC</b> shall remove and, in the case of <b>Connection Sites</b> in Scotland, <b>NGC</b> shall procure that the <b>Relevant Transmission Licensee</b> removes, any of the <b>Transmission Connection Assets</b> on the land of the <b>User</b> concerned within 6 months or such longer period as may be agreed between the <b>User</b> and <b>NGC</b> or the <b>Relevant</b></p>

	<p><b>Transmission Licensee</b> (as appropriate).</p> <p>Such <b>User</b> shall (notwithstanding any longer time for payment which but for such termination the <b>User</b> may have for payment pursuant to the <b>CUSC</b> or the relevant <b>Bilateral Agreement</b>) within 14 days from the date of termination pay to <b>NGC</b> all amounts due and owing on the date of such termination and be liable to pay to <b>NGC Termination Amounts</b> applicable to the <b>Connection Site</b>, such payments to be made within 14 days of the date of <b>NGC's</b> invoice(s) in respect thereof;</p>
5.5.5.1	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p><b>NGC</b> may terminate the relevant <b>Bilateral Agreement</b> and all others to which the <b>User</b> is a party and revoke the <b>Use of System Supply Confirmation Notice</b> and <b>Use of System Interconnector Confirmation Notice</b> forthwith by notice to the <b>User</b> if:-</p> <p>(a) <b>NGC</b> has given a valid notice of default pursuant to Paragraph 5.5.2; and</p> <p style="padding-left: 40px;">(b) such event of default remain</p> <p style="padding-left: 80px;">(i) the period of 6 months from</p> <p style="padding-left: 40px;">(ii) where the <b>User</b> disputes bona fide the event of default and has promptly brought and is actively pursuing proceedings against <b>NGC</b> to determine the dispute, the date on which the dispute is resolved or determined.</p> <p>Upon termination pursuant to this Paragraph the <b>User</b> shall pay to <b>NGC</b> the <b>Termination Amounts</b> calculated in accordance with the <b>Charging Statements</b> and shall disconnect all the <b>User's Equipment</b> at the <b>Connection Site</b> and:</p> <p>aa) the <b>User</b> concerned shall remove any of the <b>User's Equipment</b> on, in the case of <b>Connection Sites</b> in England and Wales, <b>NGC's</b> or, in the case of <b>Connection Sites</b> in Scotland, <b>Relevant Transmission Licensee's</b> land (as appropriate) within 6 months of the date of termination or such longer period as may be agreed between <b>NGC</b> or the <b>Relevant Transmission Licensee</b> (as appropriate) and the <b>User</b>; and</p> <p>bb) in the case of <b>Connection Sites</b> in England and Wales, <b>NGC</b> shall remove and, in the case of <b>Connection Sites</b> in Scotland, <b>NGC</b> shall procure that the <b>Relevant Transmission Licensee</b> removes, any of the <b>Transmission Connection Assets</b> on the land of the <b>User</b> concerned within 6 months or such longer period as may be agreed between the <b>User</b> and <b>NGC</b> or the <b>Relevant Transmission Licensee</b> (as appropriate); and cc) the provisions of Paragraph 5.4.7 shall apply <i>mutatis mutandis</i>.</p>
5.7.3	<p>Amend paragraph as identified by the change marking in the text below:-</p>

	<p>5.7.3 Within 6 months of the date of such termination or such longer period as may be agreed between <b>NGC</b> and the <b>User</b> in the case of <b>Connection Sites</b> in England and Wales, and/or between the <b>Relevant Transmission Licensee</b> and the <b>User</b> in the case of <b>Connection Sites</b> in Scotland:</p> <p>(a) the <b>User</b> shall remove any of the <b>User's Equipment</b> on, in the case of <b>Connection Sites</b> in England and Wales, <b>NGC's</b> or, in the case of <b>Connection Sites</b> in Scotland, <b>Relevant Transmission Licensee's</b> land (as appropriate); and</p> <p>(b) in the case of <b>Connection Sites</b> in England and Wales, <b>NGC</b> shall remove and, in the case of <b>Connection Sites</b> in Scotland, <b>NGC</b> shall procure that the <b>Relevant Transmission Licensee</b> removes, any of the <b>Transmission Connection Assets</b> on the land of the <b>User</b> concerned.</p>
5.9.5	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>If a breach of the nature referred to in Paragraph 5.9.4 continues to the extent that it places or seriously threatens to place in the immediate future <b>NGC</b> in breach of the <b>Transmission Licence</b> and/or places or seriously threatens to place in the immediate future any <b>Relevant Transmission Licensee</b> in breach of its transmission licence, <b>NGC</b> may <b>Deenergise</b> the <b>Non-Embedded Customer's Equipment</b> at the <b>Connection Site</b> upon the expiry of at least five (5) <b>Business Days</b> prior written notice to the <b>User</b>, provided that at the time of expiry of such notice the breach concerned remains unremedied.</p>
<b>Section 6</b>	
6.2	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p><b>NGC</b> agrees with each <b>User</b> to (and in respect of licence obligations contained within Section D of a transmission licence, procure that a <b>Relevant Transmission Licensee</b> shall) make available, plan, develop, operate and maintain the <b>GB Transmission System</b> in accordance with the transmission licences and with the <b>Grid Code</b> subject to any <b>Derogations</b> from time to time.</p>
6.7.1	Replace reference to " <b>NGC</b> " on sixth line with " <b>GB</b> ".
6.7.6	Replace "an <b>NGC</b> " on second line with "a <b>Transmission Connection</b> ".
6.7.8	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p><i><b>The User shall have the right to collect and record pulses from the meters comprised in the Energy Metering System(s) at the Connection Site. In relation to Connection Sites in England and</b></i></p>

	<b><i>Wales, NGC shall give the User access in accordance with the Interface Agreement to collect and record such pulses and to install and maintain such lines and equipment as may be reasonably necessary. In relation to Connection Sites in Scotland, NGC shall procure that the Relevant Transmission Licensee shall give the User access in accordance with the Interface Agreement to collect and record such pulses and to install and maintain such lines and equipment as may be reasonably necessary.</i></b>
6.8.3(b)(iii)	Replace “ <b>NGC</b> ” with “ <b>Transmission</b> ” on lines 4 and 6.
6.8.3(b)(iv)	Replace “ <b>NGC</b> ” with “ <b>Transmission</b> ” on lines 4 and 9.
6.9.2.3	Delete reference to “ <b>NGC</b> ” on line 5 and replace “C7E” with “C9”.
6.9.3.1	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on first line.
6.9.3.2	Replace “C7E” with “C9”.
6.12	<p>On line 1 of 6.1.2.1 replace reference to “6.12.5” with “6.12.6”</p> <p>Amend paragraph 6.12.1.2 as identified by the change marking in the text below:-</p> <p>the liability of any such other <b>CUSC Party</b> to any other person for loss in respect of physical damage to the property of any other person, subject, for the avoidance of doubt, to the requirement that the amount of such liability claimed by such other <b>CUSC Party</b> should be mitigated in accordance with general law.</p> <p>Amend paragraph 6.12.2 as identified by the change marking in the text below:-</p> <p>Nothing in the <b>CUSC</b> shall exclude or limit the liability of the <b>Party Liable</b> in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of the <b>Party Liable</b> or any of its officers, employees or agents and the <b>Party Liable</b> shall indemnify and keep indemnified each of the other <b>CUSC Parties</b>, its officers, employees or agents, from and against all such and any loss or liability which any such other <b>CUSC Party</b> may suffer or incur by reason of any claim on account of fraudulent misrepresentation, death or personal injury resulting from the negligence of the <b>Party Liable</b> or any of its officers, employees or agents.</p> <p>Insert the following as a new sub-paragraph 6.12.3  In consideration of the rights conferred upon each <b>CUSC Party</b> (other than <b>NGC</b>) under the <b>CUSC</b>, the right of such <b>CUSC Party</b> (other than <b>NGC</b>) to claim in negligence, other tort, or otherwise howsoever against a <b>Relevant Transmission Licensee</b> in respect of any act or omission of such <b>Relevant Transmission Licensee</b> in relation to the subject matter of the <b>STC</b> is hereby excluded and each <b>CUSC Party</b> (other than <b>NGC</b>) agrees not to pursue any such claim save that nothing in this paragraph 6.12.3 shall restrict the ability of such <b>CUSC Party</b> to claim in respect of fraudulent misrepresentation or death or personal injury resulting from the</p>

	<p>negligence of a <b>Relevant Transmission Licensee</b>.  Renumber existing 6.12.3 so that it becomes 6.12.4 as consequence of insertion of new 6.12.3. Renumber sub-paragraphs accordingly.</p> <p>On first line of renumbered 6.12.4 replace “6.12.5” with “6.12.6”.</p> <p>Renumber existing sections 6.12.4 to 6.12.9 so that they become 6.12.5 to 6.12.10 and renumber sub-paragraphs accordingly.</p>
6.13.3	Replace reference to “ <b>NGC</b> ” on line 6 with “ <b>GB</b> ”.
6.15.1.3(a)	Replace reference to “ <b>NGC</b> ” on first line with “ <b>GB</b> ”.
6.15.1.3(b)	Replace reference to “ <b>NGC</b> ” on last line with “ <b>GB</b> ”.
6.22	<p>Replace existing paragraph with the following:-</p> <p><b>6.22 THIRD PARTY RIGHTS</b>  Subject to the remainder of this Paragraph 6.22, a <b>Relevant Transmission Licensee</b> may rely upon and enforce the terms of Paragraph 6.12.3, against a <b>CUSC Party</b> (other than <b>NGC</b>) as specified therein.</p> <p>The third party rights referred to in Paragraph 6.22.1 (and any other terms of the <b>CUSC</b> which expressly provide that a third party may in his own right enforce a term of the <b>CUSC</b>) may only be enforced by the relevant third party subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 and <b>all</b> other relevant terms of this <b>CUSC</b>.</p> <p>Notwithstanding any other provisions of the <b>CUSC</b>, the <b>CUSC Parties</b> may (pursuant to section 8), amend the <b>CUSC</b> without recourse to the consent of a third party and accordingly, section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply, save that, where and to the extent that any amendment to the <b>CUSC</b> would have an impact on the rights of third parties conferred under Paragraph 6.22.1, then <b>NGC</b> shall bring such impact to the attention of <b>CUSC Parties</b> and third persons to the extent that such impact is not already brought to their attention in an <b>Amendment Proposal</b> by the <b>Proposer</b>.</p> <p>Except as provided in Paragraph 6.22.1 (or insofar as the <b>CUSC</b> otherwise expressly provides that a third party may in its own right enforce a term of the <b>CUSC</b>), a person who is not a <b>CUSC Party</b> has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the <b>CUSC</b> but this does not affect any right or remedy of a third party which exists or is available apart from that Act.</p>
6.23.1	Amend paragraph as identified by the change marking in the text below:-

	<p>6.23.1 Subject and without prejudice to Section 7 and to Paragraph 6.23.4 below, all the <b>CUSC Parties</b> irrevocably agree that only the courts of England and Wales and the courts of Scotland are to have jurisdiction to settle any disputes which may arise out of or in connection with the <b>CUSC</b> including the <b>Grid Code</b> and any <b>Bilateral Agreement</b> or <b>Mandatory Services Agreement</b> and that accordingly any suit, action or proceeding (together in this Paragraph 6.23 referred to as "<b>Proceedings</b>") arising out of or in connection with the <b>CUSC</b> and any <b>Bilateral Agreement</b> or <b>Mandatory Services Agreement</b> may be brought in such courts.</p>
6.23.2	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>6.23.2 Each <b>CUSC Party</b> irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any <b>Proceedings</b> in any such court as is referred to in this Paragraph 6.23 and any claim that any such <b>Proceedings</b> have been brought in an inconvenient forum and further irrevocably agrees that judgement in any <b>Proceedings</b> brought in the courts of England and Wales or the courts of Scotland shall be conclusive and binding upon such <b>CUSC Party</b> and may be enforced in the courts of any other jurisdiction.</p>
6.23.3	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>6.23.3 Each <b>CUSC Party</b> which is not incorporated in any part of <b>Great Britain</b> agrees that if it does not have, or shall cease to have, a place of business in <b>Great Britain</b> it will promptly appoint, and shall at all times maintain, a person in <b>Great Britain</b> irrevocably to accept service of process on its behalf in any <b>Proceedings</b> in <b>Great Britain</b>.</p>
6.29	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p><b><i>Each and every User connected to or using the GB Transmission System shall be a BSC Party except for:</i></b></p> <p><b><i>6.29.1 Non-Embedded Customers being supplied by a Trading Party; and</i></b></p> <p><b><i>6.29.2 A User acting in the category of Exempt Power Station directly connected to the GB Transmission System where another party is responsible under the BSC for the export from such Exempt Power Station.</i></b></p>
Communications Plant (CC.6.5) – Appendix 1	<p>In heading replace "<b>NGC</b>" with "<b>Transmission</b>".</p> <p>Replace reference to "<b>NGC</b>" with "<b>Transmission</b>" within this table as follows:-</p> <p>Second column in first box</p>



	<p>Second column in second box  Second column in fourth box  Third column in first box  Third column in second box  Third column in third box  Third column in fourth box  Fifth column in first box</p>
<p>Communications Plant (CC.6.5) – Appendix 1</p>	<p>In heading replace “<b>NGC</b>” with “<b>Transmission</b>”.</p> <p>Replace reference to “NGC” with “Transmission” within this table as follows:-  Second column fourth box  Third column first box  Third column second box  Third column fourth box  Fifth column first box</p>
<p>Communications Plant (CC.6.5) – Appendix 1 Demand</p>	<p>Replace reference to “NGC” with “Transmission” within this table as follows:-  Second column fourth box  Third column first box  Third column second box  Third column fourth box</p>
<p>Appendix 2 Operating Metering (CC.6.5.6)</p>	<p>Replace reference to “NGC” with “Transmission” within this table as follows:-  First column fourth box  Fourth column second box  Fourth column third box  Fourth column fourth box  Fourth column fifth box  Fourth column sixth box  Fourth column seventh box  Fourth column eighth box  Fourth column ninth box  Sixth column fourth box</p>
<b>Section 7</b>	
7.3.2	<p>Delete the following on last line of the paragraph:-  “(as defined in the Civil Procedure Rules 1998)”</p>
7.4.4	<p>Insert new paragraphs as follows:-</p> <p>7.4.4. Subject to paragraph 7.4.5 the <b>CUSC Parties</b> hereby consent to the President of the <b>Electricity Arbitration Association</b> deciding, at his discretion and ensuring, so far as practicable, that the proceedings relating to such a decision are managed effectively, fairly and expeditiously:  (a) following the same process as set out in Article 13 of the <b>Electricity Arbitration Association</b> rules in respect of pending arbitrations, that two or more disputes referred to it for arbitration (whether pending or underway), be consolidated or otherwise</p>

	<p>heard together (whether or not such disputes are all <b>Other Disputes</b> or an <b>Other Dispute</b> and any dispute(s) referred under the <b>STC</b>), where <b>NGC</b> or a <b>CUSC Party</b> (or a party to a dispute under the <b>STC</b>) so requests in writing to the <b>Electricity Arbitration Association</b> copied to each of <b>NGC</b> and/or the other <b>CUSC Parties</b> (as the case may be) and relevant <b>STC</b> parties setting out the reasons for such consolidation; or</p> <p>(b) that a dispute referred to it (whether pending or underway and whether another dispute or a dispute referred to it under the <b>STC</b>) be stayed for a period not exceeding three months after the referral of such dispute to the <b>Electricity Arbitration Association</b>, pending resolution of another dispute referred to it (whether pending or underway and whether an <b>Other Dispute</b> or a dispute referred under the <b>STC</b>).</p>
7.4.5	<p>Insert new paragraph as follows:-</p> <p>7.4.5 The consent of the <b>CUSC Parties</b> under paragraph 7.4.4(a) shall be deemed not to have been given where a request for consolidation thereunder is received by the <b>Electricity Arbitration Association</b> more than three months (or such other period as the <b>Electricity Arbitration Association</b> may at its discretion determine) after the referral of any <b>Other Dispute</b> or the <b>STC</b> dispute to the <b>Electricity Arbitration Association</b> which is the subject of such request.</p>
7.5.1	<p>Delete in the second line “(as defined in the Civil Procedure Rules 1998)”.</p> <p>Delete in the second but last line “(pursuant to the Civil Procedure Rules 1998)”.</p>
<b>Section 8</b>	
8.5.1(b)(iii)	<p>Add the following in line 3 after “1983”:-“or the Mental Health (Scotland) Act 1960”</p>
8.14.1	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>8.14.1 <b>NGC</b> shall establish (and, where appropriate, revise from time to time) joint working arrangements for change co-ordination with each <b>Core Industry Document Owner</b> and with the <b>STC</b> committee to facilitate the identification, co-ordination, making and implementation of change to <b>Core Industry Documents</b> and the <b>STC</b> consequent on an <b>Amendment</b> in a full and timely manner.</p>
8.14.2	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>8.14.2 The working arrangements referred to in Paragraph 8.14.1 shall be such as enable the consideration, development and evaluation of <b>Amendment Proposals</b>, and the implementation of</p>

	<p><b>Approved Amendments</b>, to proceed in a full and timely manner and enable changes to <b>Core Industry Documents</b> and the <b>STC</b> consequent on an amendment to be made and given effect wherever possible (subject to any necessary consent of the <b>Authority</b>) at the same time as such <b>Amendment</b> is made and given effect.</p>
8.15.1	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>8.15.1 A proposal to modify the <b>CUSC</b> may be made by a <b>CUSC Party</b>, by the <b>GECC</b> or by a <b>BSC Party</b> or, under Paragraphs 8.21.8 and 8.23.5, by the <b>Amendments Panel</b> or by a <b>Relevant Transmission Licensee</b> in relation to Exhibit O Part IB and Exhibit O Part IIB only.</p>
8.15.2(g)	<p>After the word “Documents” add “and the <b>STC</b>,” on the last line.</p>
8.17.3	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>8.17.3 A <b>Working Group</b> shall comprise at least five (5) persons (who may be <b>Panel Members</b>) selected by the <b>Amendments Panel</b> from those nominated by <b>CUSC Parties</b> for their relevant experience and/or expertise in the areas forming the subject-matter of the <b>Amendment Proposal(s)</b> to be considered by such <b>Working Group</b> (and the <b>Amendments Panel</b> shall ensure, as far as possible, that an appropriate cross-section of representation, experience and expertise is represented on such <b>Working Group</b>) provided that there shall always be at least one member representing <b>NGC</b>. <b>CUSC Parties</b> may notify the <b>Panel Secretary</b> at any time of the names of persons they wish to nominate, together with an indication of their expertise, for inclusion on a standing list of persons who would be available to sit on <b>Working Groups</b>. In selecting persons to sit on a particular <b>Working Group</b>, the <b>Amendments Panel</b> shall have regard to this standing list and if, and only if, the <b>Amendments Panel</b> is of the view that an <b>Amendment Proposal</b> is likely to have an impact on the <b>STC</b>, the <b>Amendments Panel</b> may invite the <b>STC</b> committee to appoint a representative to become a member of the <b>Working Group</b>. A representative of the <b>Authority</b> may attend any meeting of a <b>Working Group</b> as an observer and may speak at such meeting.</p>
8.18.1	<p>On line 5 replace “England &amp; Wales” with “<b>Great Britain</b>”.</p>
8.18.2	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>8.18.2 A <b>Standing Group</b> shall comprise at least five (5) persons (who may be <b>Panel Members</b>) selected by the <b>Amendments Panel</b> from those nominated by <b>CUSC Parties</b> for their relevant experience and/or expertise in the aspect or issue to be considered</p>

	by such <b>Standing Group</b> (and the <b>Amendments Panel</b> shall ensure, as far as possible, that an appropriate cross-section of representation, experience and expertise is represented on such <b>Standing Group</b> ) provided that there shall always be at least one member representing <b>NGC</b> and if, and only if, the <b>Amendments Panel</b> is of the view that an <b>Amendment Proposal</b> is likely to have an impact on the <b>STC</b> , the <b>Amendments Panel</b> may invite the <b>STC</b> committee to appoint a representative to become a member of the <b>Standing Group</b> . A representative of the <b>Authority</b> may attend any meeting of a <b>Standing Group</b> as an observer and may speak at such meeting.
8.19.5	Insert “and the secretary of the <b>STC</b> committee” after “ <b>Core Industry Document Owners</b> ”.
8.20.2(h)(i)	Insert “and the <b>STC</b> ” on the last line after “Documents”.
8.20.2(h)(ii)	Insert “and the <b>STC</b> ” on the second line after “Documents”.
8.20.2(h)(iv)	Insert “and the <b>STC</b> ” on the last line after “Documents”.
8.20.2(h)(vi)	Insert “and the <b>STC</b> ” on the fifth line after “Documents” and also last line after “Documents”.
8.20.2(i)	Insert “and the <b>STC</b> ” on the last line after “Documents”.
8.20.2(k)	Insert “and the <b>STC</b> committee” on the second line after “ <b>Owners</b> ”.
8.23.2(e)	Insert new subclause “(e) the secretary of the <b>STC</b> committee”.
<b>Section 9</b>	
contents page - Part I	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ”.
contents page	9.7 add “ <b>Transmission Connection</b> ” after “ <b>Maintenance of</b> ”.
contents page Part II	9.18 Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ”.
contents page Part II	9.20 Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ”.
9.1	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 3 and line 5.
Part I heading	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1.
9.2	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1 and 13 before “ <b>Transmission System</b> ”.
9.3.1	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 5.
9.3.3(a)	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 7.
9.3.3(b)	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1.
9.4	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 3.
9.5	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 4.
9.6	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 2 and line 5.
9.6A	Replace “ <b>NGC</b> ” with “ <b>GB</b> ” before “ <b>Transmission</b> ” on line 1.
9.7 heading	Add “ <b>TRANSMISSION CONNECTION</b> ” after “ <b>MAINTENANCE OF</b> ” in the heading.
9.7	Replace reference to “ <b>NGC</b> ” with “ <b>Transmission Connection</b> ” on line 4. Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on second but last line.
9.8	Amend paragraph as identified by the change marking in the text below:-

	<p><b>9.8 OUTAGES</b></p> <p>Subject to the provisions of the <b>Grid Code</b> and any <b>Operating Agreement</b>, <b>NGC</b> and the <b>User</b> shall as between themselves be entitled to plan and execute outages of parts of, in the case of <b>NGC</b>, the <b>GB Transmission System</b> or <b>Transmission Plant</b> or <b>Transmission Apparatus</b> and, in the case of the <b>User</b>, its <b>System</b> or <b>Plant or Apparatus</b> at any time and from time to time.</p>
9.9.2	Replace reference to “ <b>NGC</b> ” with “ <b>Transmission Connection</b> ” on line 2.
9.9.3(a)	Replace reference to “ <b>NGC</b> ” with “ <b>Transmission Connection</b> ” on line 3.
9.9.3(b)	Replace reference to “ <b>NGC</b> ” with “ <b>Transmission Connection</b> ” on line 3 and also second but last line.
9.9.3(c)	Replace reference to “ <b>NGC</b> ” with “ <b>Transmission Connection</b> ” on line 6.
9.9.7	Replace reference to “ <b>NGC</b> ” with “ <b>Transmission Connection</b> ” on line 2.
9.11	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 2.
9.13.4	Insert “in England and Wales” after “ <b>Connection Site Commissioned</b> ” on line 1,
9.14.	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p><b>9.14 SAFETY RULES</b></p> <p>9.14.1 In relation to a <b>Connection Site</b> <b>Rules</b> current from time to time, including any site-specific <b>Safety Rules</b>, and also a copy of the <b>Local Safety Instructions</b> applicable at each <b>Connection Site</b> from time to time.</p> <p>9.14.2 In relation to a <b>Connection Site</b> in Scotland each <b>User</b> will supply to the <b>Relevant Transmission Licensee</b> a copy of their <b>Safety Rules</b> current from time to time, including any site-specific <b>Safety Rules</b>, and also a copy of the <b>Local Safety Instructions</b> applicable at each <b>Connection Site</b> from time to time.</p>
9.15.	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p><b>9.15 INTERFACE AGREEMENT</b></p> <p>9.15.1 In relation to <b>Connection Site</b> procure that the <b>Relevant Transmission Licensee</b> shall enter into an <b>Interface Agreement</b> with a <b>User</b> in either case in a form to be agreed between them but based substantially on the forms set out in Schedule 2 as appropriate where such <b>Interface Agreement(s)</b> is/are required pursuant to the applicable <b>Bilateral Connection Agreement</b> or otherwise.</p> <p>9.15.2 In relation to <b>Connection Sites</b> and <b>New Connection Sites</b> in Scotland the <b>User</b> undertakes to enter into an <b>Interface Agreement</b> with the <b>Relevant Transmission Licensee</b> in a form to be agreed between them but based substantially on the forms</p>

	set out in Exhibit O to the <b>CUSC</b> as appropriate where such <b>Interface Agreement(s)</b> is/are required pursuant to the applicable <b>Bilateral Connection Agreement</b> or otherwise.
9.16.1	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 5.
9.18.2	Replace “C7D” with “C8”.
9.18.3	Replace “C7D” with “C9”.
PART II heading	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ”.
9.19	Replace reference to “ <b>NGC</b> ” with <b>GB</b> ” on line 2 and line 6.
9.20 heading	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ”.
9.20.1	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 3.
9.20.4	Amend paragraph as identified by the change marking in the text below:-  9.20.4 Subject to the provisions of the <b>Grid Code</b> and any <b>Operating Agreement NGC</b> shall be entitled to plan and execute outages of parts of the <b>GB Transmission System</b> or <b>Transmission Plant</b> or <b>Transmission Apparatus</b> at any time and from time to time.
9.21.1	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1.
9.21.2	Replace reference to “C7D” with “C8”.
9.21.3	Replace reference to “C7D” with “C8”.
9.21.4	Replace “C7E” with “C9”.
9.21.5	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 5.
9.23.1	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1 and line 4.
<b>Section 10</b>	
10.5	Replace reference to “ <b>NGC</b> ” with “ <b>Transmission Connection</b> ” on line 4.
Section 11	
“ <b>Authorised Electricity Operator</b> ”	Amend as identified by the change marking in the text below:-  any person (other than <b>NGC</b> in its capacity as operator of the <b>GB Transmission System</b> ) who is authorised to generate, participate in the transmission of, distribute or supply electricity and for the purposes of Standard Condition C4 of the <b>Transmission Licence</b> shall include any person who has made application to be so authorised which application has not been refused and any person transferring electricity to or from <b>Great Britain</b> across an interconnector or who has made application for use of interconnector which has not been refused;
“ <b>Competent Authority</b> ”	Amend as identified by the change marking in the text below:- the <b>Secretary of State</b> , the <b>Authority</b> and any local or national agency, authority, department, inspectorate, minister (including Scottish ministers), ministry, official or public or statutory person

	(whether autonomous or not) of, or of the government of, the United Kingdom or the European Community;
“Connection”	Replace “NGC” with “GB”
“Connection Charges”	Replace “NGC” with “GB”
“Connection Site”	Amend as identified by the change marking in the text below:-  each location more particularly described in the relevant <b>Bilateral Agreement</b> at which a <b>User's Equipment</b> and <b>Transmission Connection Assets</b> required to connect that <b>User</b> to the <b>GB Transmission System</b> are situated. If two or more <b>Users</b> own or operate <b>Plant</b> and <b>Apparatus</b> which is connected at any particular location that location shall constitute two (or the appropriate number of) <b>Connection Sites</b> ;
“CUSC Implementation Date”	Delete existing definition and replace with “00.01 on the 18 September 2001;”
“Disconnect” or “Disconnection”	Amend paragraph (c) as identified by the change marking in the text below:-  (c) for Users acting in a capacity other than those detailed in (a) or (b), means permanent physical disconnection of a <b>User's Equipment</b> at any given <b>Connection Site</b> which permits removal thereof from the <b>Connection Site</b> or removal of all <b>Transmission Connection Assets</b> therefrom (as the case may be);
“Distribution System”	Replace “NGC” with “GB” on last line.
“Exempt Power Station”	Insert new definition:- a <b>Power Station</b> where the person generating electricity at that <b>Power Station</b> is exempt from the requirement to hold a <b>Generation Licence</b> under the <b>Act</b> ;
“GB Transmission System” or “GBTS”	Insert new definition:-  the system consisting (wholly or mainly) of high voltage electric wires owned or operated by transmission licensees within <b>Great Britain</b> and used for the transmission of electricity from one <b>Power Station</b> to a sub-station or to another <b>Power Station</b> or between sub-stations or to or from any <b>External Interconnection</b> and includes any electrical plant or meters owned or operated by any transmission licensee within <b>Great Britain</b> in connection with the transmission of electricity but shall not include <b>Remote Transmission Assets</b> ;
“Great Britain”	Insert new definition:-  as defined in Schedule 1 of the <b>Transmission Licence</b> ;
“Grid Supply Point”	Replace reference to “NGC” with “GB”
“Interconnector”	Replace reference to “NGC” with “GB”

<b>Owner</b>	
<b>“Interconnector User”</b>	In paragraph (a) replace <b>“NGC”</b> with <b>“GB”</b> .
<b>“Interface Agreement”</b>	Insert new definition:-  the agreement(s) entered into pursuant to Paragraph 2.11 and Paragraph 9.15 based substantially on the forms set out in Exhibit O to the <b>CUSC</b> ;
<b>“Interruption”</b>	Replace <b>“NGC”</b> with <b>“GB”</b> .
<b>“Joint System Incident”</b>	Replace <b>“NGC”</b> with <b>“GB”</b> where <b>“NGC”</b> currently precedes <b>“Transmission System”</b>
<b>“Licence Standards”</b>	Replace “Special” with “Standard” and replace “A2” with “C17”.
<b>“Material Effect”</b>	Amend as identified by the change marking in the text below:-  an effect causing <b>NGC</b> or a <b>Relevant Transmission Licensee</b> to effect any works or to alter the manner of operation of <b>Transmission Plant</b> and/or <b>Transmission Apparatus</b> at the <b>Connection Site</b> or the site of connection or a <b>User</b> to effect any works or to alter the manner of operation of its <b>Plant</b> and/or <b>Apparatus</b> at the <b>Connection Site</b> or the site of connection which in either case involves that party in expenditure of more than £10,000;
<b>“Modification”</b>	Amend as identified by the change marking in the text below:-  any actual or proposed replacement, renovation, modification, alteration, or construction by or on behalf of a <b>User</b> or <b>NGC</b> to either the <b>User’s Plant</b> or <b>Apparatus</b> or the manner of its operation or <b>Transmission Plant</b> or <b>Transmission Apparatus</b> or the manner of its operation which in either case has or may have a <b>Material Effect</b> on another <b>CUSC Party</b> at a particular <b>Connection Site</b> ;
<b>“Net Asset Value”</b>	Replace <b>“NGC”</b> with <b>“Transmission Connection”</b>
<b>“NGC Assets”</b>	Delete
<b>“NGC Asset Works”</b>	Delete
<b>“NGC’s Engineering Charges”</b>	Replace <b>“NGC”</b> on last line with <b>“GB”</b>
<b>“NGC Reinforcement Works”</b>	Delete
<b>“NGC Transmission System”</b>	Delete
<b>“NGC Works”</b>	Delete
<b>“Non-Embedded Customer”</b>	Replace <b>“NGC”</b> with <b>“GB”</b>
<b>“Offer”</b>	Replace the reference to <b>“NGC”</b> which immediately precedes <b>“Transmission System”</b> on line 2 with <b>“GB”</b> .



“One Off Charge”	Replace “ <b>NGC</b> ” with “ <b>Construction</b> ”.
“Public Distribution System Operator”	Replace “England and/or Wales” with “ <b>Great Britain</b> ”.
“Relevant Transmission Licensee”	Insert new definition:-  means SP Transmission Limited in south of Scotland and Scottish Hydro- Electric Transmission Limited in north of Scotland;
“Replacement Period”	Replace the 3 references to “ <b>NGC</b> ” with “ <b>Transmission Connection</b> ”.
“Safety Coordinator(s)”	Amend as identified by the change marking in the text below:-  a person or persons nominated by <b>NGC</b> and each <b>User</b> in relation to <b>Connection Points</b> (as defined in the <b>Grid Code</b> ) in England and Wales or nominated by the <b>Relevant Transmission Licensee</b> and each <b>User</b> in relation to <b>Connection Points</b> in Scotland to be responsible for the co-ordination of <b>Safety Precautions</b> (as defined in the <b>Grid Code</b> ) at each <b>Connection Point</b> when work and/or testing is to be carried out on a system which necessitates the provision of Safety Precautions on HV <b>Apparatus</b> , pursuant to OC8;
“Safety Rules”	Insert “, a <b>Relevant Transmission Licensee</b> ” after “ <b>NGC</b> ” on line 1.
“Statement of the Connection Methodology”	Replace “C7B” with “C6”.
“Statement of Use System Charges”	Replace “C7” with “C4”.
“Statement of the Use of System Charging Methodology”	Replace “C7” with “C5”.
“Station Demand”	In first paragraph replace “ <b>NGC</b> ” with “ <b>GB</b> ”.
“System”	Replace “ <b>NGC</b> ” with “ <b>GB</b> ”
“System Operator – Transmission Owner Code or STC”	Insert new definition:-  the <b>STC</b> entered into by <b>NGC</b> pursuant to the <b>Transmission Licence</b> as from time to time revised in accordance with the <b>Transmission Licence</b> ;
“Total System”	Replace “ <b>NGC</b> ” with “ <b>GB</b> ” and replace “England and Wales” with “ <b>Great Britain</b> ”.
“Transmission”	Insert new definition:-  means, when used in conjunction with another term relating to equipment, whether defined or not, that the associated term is to be read as being part of or directly associated with the <b>GB Transmission System</b> and not of or with the <b>User System</b> ;
“Transmission Business”	Replace the references to “ <b>NGC</b> ” which immediately precede “ <b>Transmission System</b> ” with “ <b>GB</b> ”.

"Transmission Connection Assets"	Insert new definition:- the <b>Transmission Plant</b> and <b>Transmission Apparatus</b> necessary to connect the <b>User's Equipment</b> to the <b>GB Transmission System</b> at any particular <b>Connection Site</b> in respect of which <b>NGC</b> charges <b>Connection Charges</b> (if any) as listed or identified in Appendix A to the <b>Bilateral Connection Agreement</b> relating to each such <b>Connection Site</b> ;
"Transmission Connection Asset Works"	Insert new definition:- in relation to a particular <b>User</b> , as defined in its <b>Construction Agreement</b> ;
"Transmission Reinforcement Works"	Insert new definition:- in relation to a particular <b>User</b> , as defined in its <b>Construction Agreement</b> ;
"Use of System"	Replace " <b>NGC</b> " with " <b>GB</b> " on line 1.
"Use of System Charges"	Replace references to "C7" and "C7A" with references to "C4" and "C5" respectively, and delete "and" and " Schedule 3 to". Immediately after "Section 9 Part II" insert "and as amended in accordance with Standard Condition C13 of the <b>Transmission Licence</b> ".
"Use of System Interconnector Confirmation Notice"	Replace " <b>NGC</b> " with " <b>GB</b> " on line 4.
"Use of System Interconnector Offer and Confirmation Notice"	Replace " <b>NGC</b> " with " <b>GB</b> " on line 3.
"Use of System Interconnector Offer Notice"	Replace " <b>NGC</b> " with " <b>GB</b> " on line 5.
"Use of System Supply Confirmation Notice"	Replace the last " <b>NGC</b> " with " <b>GB</b> " on line 3.
"Use of System Supply Offer and Confirmation Notice"	Replace the last " <b>NGC</b> " with " <b>GB</b> " on line 3.
"Use of System Supply Offer Notice"	Replace the last " <b>NGC</b> " with " <b>GB</b> " on line 3.
"User's Equipment"	Replace " <b>NGC</b> " with "the <b>Transmission Connection</b> " on line 5. Replace " <b>NGC</b> " with " <b>GB</b> " on line 6.
"User System"	Replace " <b>NGC</b> " with " <b>GB</b> " on line 14. Replace " <b>NGC</b> " with " <b>GB</b> " on penultimate line.
<b>Section 12</b>	Insert new Section as attached.

Schedule 2 – Exhibit 1, Bilateral Connection Agreement	
Contents Page, Clause 3	Replace reference to “ <b>NGC</b> ” with “ <b>Transmission Connection</b> ”.
Contents Page, Appendix A	Replace reference to “ <b>NGC</b> ” with “ <b>Transmission Connection</b> ”.
Recital (A)	Remove reference to “ <b>NGC</b> ” immediately preceding “ <b>Transmission Licence</b> ” on line 1. Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 3.
Recital (B)	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 2. Remove reference to “ <b>NGC</b> ” immediately preceding “ <b>Transmission Licence</b> ” on line 3.
3	Replace reference to “ <b>NGC</b> ” with “ <b>TRANSMISSION CONNECTION</b> ” in the heading at clause 3. Replace reference to “ <b>NGC</b> ” with “ <b>Transmission Connection</b> ” on line 1 of clause 3.
4	Replace reference to “ <b>NGC</b> ” with “the <b>Transmission Connection</b> ” on line 2.
5	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1.
9	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 3.
10.4	Replace first reference to “ <b>NGC</b> ” with “ <b>Construction</b> ” on line 2 and replace second reference to “ <b>NGC</b> ” on line 2 with “ <b>Transmission Connection</b> ”.
Appendix A, heading	Replace reference to “ <b>NGC’S</b> ” with “ <b>TRANSMISSION CONNECTION</b> ”.
<b>Schedule 2 - Exhibit 2, Bilateral Embedded Generation Agreement</b>	
Recital (A)	Remove first reference to “ <b>NGC</b> ” on line 1. Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 3.
Recital (B)	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1. Remove first reference to “ <b>NGC</b> ” on line 2.
Recital (C)	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1.
5	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1.
<b>Schedule 2 - Exhibit 3, Construction Agreement</b>	
Contents Page,	Replace “ <b>NGC</b> ” with “Transmission Connection”.
Appendix G	
Contents Page, Appendix H	Replace “ <b>NGC</b> ” with Transmission”.

Recital (A)	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 3.
Recital (B)	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 2. Replace reference to “C7D” with “C8”.
“Charging Date”	Amend definition as identified by the change marking in the text below:-  the date upon which the <b>NGC Construction Works</b> are first <b>Commissioned</b> and available for use by the User or if the <b>Independent Engineer</b> before, on or after the <b>Commissioning Programme Commencement Date</b> shall have certified in writing that the <b>NGC Transmission Connection Assets</b> , are completed to a stage where NGC could commence commissioning and by such date the <b>User’s Works</b> shall not have been so certified then the date falling [ ] days after the date of such certification, provided that the <b>NGC Transmission Reinforcement Works</b> are <b>Commissioned</b> and <b>Seven Year Statement Works</b> are completed as at that date. In the event that the <b>NGC Transmission Reinforcement Works</b> are not so <b>Commissioned</b> and/or the <b>Seven Year Statement Works</b> are not so completed the <b>Charging Date</b> shall be the date on which they are <b>Commissioned</b> and/or completed as appropriate.
“Commissioning Programme”	Amend definition as identified by the change marking in the text below:-  the sequence of operations/tests necessary to connect the <b>User’s Works</b> and the <b>NGC Transmission Connection Asset Works</b> to the <del>NGC GB Transmission System</del> for the purpose of making the <b>User’s Works</b> available for operation to be determined pursuant to Clause 2.10 of this <b>Construction Agreement</b> .
New definition “Construction Site” Inserted after “Construction Programme”	Insert new definition as follows:-  the site where the <b>Transmission Connection Asset Works</b> are being undertaken by or on behalf of <b>NGC</b> .
New definition “Construction Works” Inserted after “Construction Site”	Insert new definition as follows:-  the <b>Transmission Connection Asset Works, Transmission Reinforcement Works, Seven Year Statement Works</b> and <b>One Off Works</b> and such additional works as are required in order to comply with any relevant <b>Consents</b> relating to any such works but excluding for the avoidance of doubt any <b>Third Party Works</b> .
“Final Sums”, sub-paragraph (2)	Replace reference to “ <b>NGC</b> ” with “ <b>Construction</b> ” on line 7.
“Final Sums”, sub-paragraph (3)	Replace reference to “ <b>NGC</b> ” with “ <b>Construction</b> ” on line 6. Insert the following at end of the sub-paragraph after “basis”:-

	“(including any such arising under the <b>STC</b> );”
“Final Sums”, sub-paragraph (4)	Replace reference to “ <b>NGC</b> ” with “ <b>Transmission Connection</b> ” on line 2.
“Final Sums”	In the paragraph after sub-paragraph (5) replace reference to “ <b>NGC</b> ” with “ <b>Transmission</b> ” on line 5.
“NGC Assets”	Delete definition.
“NGC Asset Works”	Delete definition.
“NGC Works”	Delete definition”
“Seven Year Statement Works”	Amend definition as identified by the change marking in the text below:-  the works set out in Table B7 of the statement prepared by <b>NGC</b> pursuant to <b>Standard Condition C1110 Paragraph 5</b> of the <b>Transmission Licence</b> and issued by <b>NGC</b> in [ ] which in <b>NGC</b> 's reasonable opinion are required to be completed before the <b>Completion Date</b> to ensure that the <b>NGC GB Transmission System</b> complies with the requirements of <b>Standard Condition C1712</b> of the <b>Transmission Licence</b> and <b>Standard Condition D3</b> of any <b>Relevant Transmission Licensee's</b> transmission licence prior to the <b>Connection</b> of the <b>User's Equipment</b> in terms of Clause 7.1 [or 7.2] of this <b>Construction Agreement</b> .
New definition "Transmission Connection Assets" inserted after “Third Party Works”	Insert new definition as follows:-  the assets specified in Appendix A to the <b>Bilateral Connection Agreement</b> .
New definition “Transmission Connection Asset Works” inserted after “Transmission Connection Assets”	Insert new definition as follows:-  the works necessary for construction and installation of the <b>Transmission Connection Assets</b> at the <b>Connection Site</b> specified in Appendix G to this <b>Construction Agreement</b> .
New definition “Transmission Reinforcement Works” inserted after “Transmission Connection Asset Works”	Insert new definition as follows:-  those works other than the <b>Transmission Connection Asset Works, Seven Year Statement Works</b> and <b>One Off Works</b> , which in the reasonable opinion of <b>NGC</b> are necessary to extend or reinforce the <b>GB Transmission System</b> in relation to and prior to the connection of the <b>User's Equipment</b> at the <b>Connection Site</b> and which are specified in Appendix H to this <b>Construction Agreement</b> , where Part 1 is works required for the <b>User</b> and Part 2 is works required for wider system reasons.
“Works”	Replace reference to “ <b>NGC</b> ” with “ <b>Construction</b> ”.
2.1	Amend clause as identified by the change marking in the text

	<p>below:-</p> <p>2.1 Forthwith following the date of this <b>Construction Agreement</b> (i) in respect of <b>Connection Sites</b> in England and Wales <b>NGC</b> and the <b>User</b> shall agree the <b>Safety Rules</b> and <b>Local Safety Instructions</b> to apply during the <b>Construction Programme</b> and <b>Commissioning Programme</b>; and (ii) in respect of <b>Connection Sites</b> in Scotland the <b>User</b> shall agree with the <b>Relevant Transmission Licensee</b> the <b>Safety Rules</b> and <b>Local Safety Instructions</b> to apply during the <b>Construction Programme</b> and <b>Commissioning Programme</b>. Failing agreement within three months of the date of this <b>Construction Agreement</b> the matter shall be referred to the <b>Independent Engineer</b> for determination in accordance with Clause 6 of the <b>Construction Agreement</b>.</p>
2.2	<p>Amend clause as identified by the change marking in the text below:-</p> <p>2.2 Subject to Clauses 2.3 and 2.4 of this <b>Construction Agreement</b> forthwith following the date of this <b>Construction Agreement</b> <b>NGC</b> shall use its best endeavours to obtain in relation to the <b>Construction Works</b>, and the <b>User</b> shall use its best endeavours to obtain in relation to the <b>User's Works</b>, all <b>Consents</b>. Each shall give advice and assistance to the other to the extent reasonably required by the other in the furtherance of these obligations. Further, each party shall, so far as it is legally able to do so, grant to, in relation to <b>Connection Sites</b> in England and Wales, the other, or in relation to <b>Connection Sites</b> in Scotland, the <b>Relevant Transmission Licensee</b>, all such wayleaves, easements, servitude rights, rights over or interests (but not estates as regards land in England and Wales and not heritable or leasehold interests as regards land in Scotland) in land or any other consents reasonably required by the other or the <b>Relevant Transmission Licensee</b> in order to enable the <b>Works</b> to be expeditiously completed and to enable that other to carry out its obligations to the other under this <b>Construction Agreement</b> and in all cases subject to such terms and conditions as are reasonable.</p>
2.3	Replace reference to “ <b>NGC</b> ” with “ <b>Construction</b> ” in line 2.
2.3.1	<p>Amend clause as identified by the change marking in the text below:-</p> <p>2.3.1 All dates specified in this <b>Construction Agreement</b> are subject to <b>NGC</b> obtaining <b>Consents</b> for the <b>Construction Works</b> in a form acceptable to it within the time required to carry out the <b>Construction Works</b> in accordance with the <b>Construction Programme</b>.</p>
2.3.2(c)	<p>Replace reference to “<b>NGC</b>” with “<b>Construction</b>” on line 1. Next paragraph replace reference to “<b>NGC</b>” with “<b>Construction</b>” on line 1.</p>

2.4.1	Amend last paragraph of clause as identified by the change marking in the text below:-
	<p>The <b>User</b> acknowledges these out of pocket ancillary expenses may include planning inquiries or appeals and the capital costs together with reasonable legal and surveyors costs of landowners or occupiers in acquiring permanent easements or other rights in respect of any electric line or underground cable forming part of the <b>Transmission Connection Asset Works</b>. This sum shall not include any capital costs incurred by <b>NGC</b>, in relation to <b>Connection Sites</b> in England and Wales, in the acquisition by it of the freehold of any land or any <b>Relevant Transmission Licensee</b>, in relation to <b>Connection Sites</b> in Scotland, in the acquisition by it of the feuhold of any land. <b>NGC</b> shall keep the <b>User</b> informed of the level of such charges and expenses being incurred. The <b>User</b> shall pay such sums within 28 (twenty eight) days of the date of <b>NGC's</b> invoice therefor.</p>
2.5	<p>Amend clause as identified by the change marking in the text below:-</p> <p>2.5 Prior to the commencement of the <b>Transmission Connection Asset Works</b> the <b>User</b> shall have the right to terminate this <b>Construction Agreement</b> upon giving not less than 7 (seven) days notice in writing to <b>NGC</b>. In the event of the <b>User</b> terminating this <b>Construction Agreement</b> in terms of this Clause 2.5 the <b>User</b> shall in addition to the payments for which it is liable under Clause 2.4 hereof be liable to pay to <b>NGC</b> a sum equal to <b>NGC's</b> estimate or if applicable revised estimate of <b>Final Sums</b>. The <b>User</b> shall pay such sums within 14 (fourteen) days of the date of <b>NGC's</b> invoice(s) therefor on termination where applicable <b>NGC</b> shall disconnect the <b>User's Equipment</b> at the <b>Connection Site</b> and:</p> <p>(a) the <b>User</b> shall remove any of the <b>User's Equipment</b> on, in relation to <b>Connection Sites</b> in England and Wales, <b>NGC's</b> or, in relation to <b>Connection Sites</b> in Scotland, <b>Relevant Transmission Licensee's</b> land within 6 months of the date of termination or such longer period as may be agreed between <b>NGC</b> or the <b>Relevant Transmission Licensee</b> (as appropriate) and the <b>User</b>; and</p> <p>(b) in the case of <b>Connection Sites</b> in England and Wales, <b>NGC</b> shall remove and, in the case of <b>Connection Sites</b> in Scotland, <b>NGC</b> shall procure that the <b>Relevant Transmission Licensee</b> removes, any of the <b>Transmission Connection Assets</b> on the <b>User's</b> land within 6 months of the date of termination or such longer period as may be agreed between <b>NGC</b> or the <b>Relevant Transmission Licensee</b> (as appropriate) and the <b>User</b>.</p>
2.6	<p>Amend clause as identified by the change marking in the text below:-</p> <p>If the <b>User</b> fails to obtain all <b>Consents</b> for the <b>User's Works</b> having complied with the obligations in Clause 2.2 of this</p>

	<p><b>Construction Agreement</b> the obligation on the <b>User</b> to complete the <b>User's Works</b> shall cease and the <b>User</b> may by written notice to <b>NGC</b> terminate this <b>Construction Agreement</b> whereupon the <b>User</b> shall in addition to the sums for which it is liable under Clause 2.4 hereof be liable to pay to <b>NGC</b> a sum equal to <b>NGC's</b> estimate or if applicable revised estimate of <b>Final Sums</b>. The <b>User</b> shall pay such sums within 14 (fourteen) days of the date of <b>NGC's</b> invoice(s) therefor and (where applicable) on termination <b>NGC</b> shall disconnect the <b>User's Equipment</b> at the <b>Connection Site</b> and;</p> <p><b>(a) NGC and the User shall by arrangement between them</b> remove any of the <b>User's Equipment and NGC's Assets</b> on, in relation to <del>Connection Sites in England and Wales, the other party's</del> <b>NGC's</b> or, in relation to <b>Connection Sites in Scotland, Relevant Transmission Licensee's</b> land within 6 months of the date of termination or such longer period as may be agreed <b>between NGC or the Relevant Transmission Licensee (as appropriate) and the User; and</b></p> <p><b>(b) in the case of Connection Sites in England and Wales, NGC shall remove and, in the case of Connection Sites in Scotland, NGC shall procure that the Relevant Transmission Licensee removes, any of the Transmission Connection Assets on the User's land within 6 months of the date of termination or such longer period as may be agreed between NGC or the Relevant Transmission Licensee (as appropriate) and the User.</b></p>
2.7	<p>Amend clause as identified by the change marking in the text below:-</p> <p>Both parties shall be entitled to contract or sub-contract for the carrying out of their respective parts of the <b>Works</b> (which in the case of <b>NGC</b> shall include work carried out by a <b>Relevant Transmission Licensee</b> or its contractors or sub-contractors). The <b>User</b> or any contractor on its behalf shall be responsible for commencing and for carrying out the <b>User's Works</b> to such stage of completion as shall render them capable of being <b>Commissioned</b> in accordance with the <b>Construction Programme</b> and <b>NGC</b> or any contractor on its behalf shall be responsible for commencing and carrying out the <b>Construction Works</b> to such stage of completion as shall render them capable of being <b>Commissioned</b> in accordance with the <b>Construction Programme</b>.</p>
2.9	<p>Amend clause as identified by the change marking in the text below:-</p> <p>During the period of and at the times and otherwise as provided in the <b>Construction Programme</b> and the <b>Commissioning Programme</b> <b>NGC</b> shall allow the <b>User</b>, its employees, agents, suppliers, contractors and sub-contractors necessary access to the <b>Construction Site</b> and the <b>User</b> shall allow <b>NGC</b> or, in the case of</p>



	<p><b>Connection Sites</b> in Scotland, the <b>Relevant Transmission Licensee</b> and in either case their employees, agents, suppliers, contractors and sub-contractors necessary access to its site to enable each to carry out the <b>Transmission Connection Asset Works</b> and <b>One Off Works</b> or <b>User's Works</b> but not so as to disrupt or delay the construction and completion of the other's <b>Works</b> on the said sites or the operation of the other's <b>Plant</b> and <b>Apparatus</b> located thereon, such access to be in accordance with any reasonable regulations relating thereto made by the site owner or occupier.</p>
2.10	Replace reference to " <b>NGC</b> " with " <b>Transmission Connection</b> " on line 3.
2.11	<p>Amend clause as identified by the change marking in the text below:-</p> <p>If at any time prior to the <b>Completion Date</b> it is necessary for <b>NGC</b> or <b>NGC</b> in its reasonable discretion wishes to make any addition to or omission from or amendment to the <b>Transmission Connection Asset Works</b> and/or <b>Transmission Reinforcement Works</b> and/or the <b>One Off Works</b> and/or the <b>Third Party Works</b> <b>NGC</b> shall notify the <b>User</b> in writing of such addition, omission or amendment and Appendices [B1 (One Off Works), G (<b>Transmission Connection Asset Works</b>) H (<b>Transmission Reinforcement Works</b>) and N (<b>Third Party Works</b>)] to this <b>Construction Agreement</b> and consequently Appendices [A (<b>Transmission Connection Assets</b>) and B (<b>Connection Charges</b> and <b>One Off Charges</b>)] to the associated <b>Bilateral Connection Agreement</b> shall be automatically amended to reflect the change.</p>
2.12	Replace reference to " <b>NGC</b> " immediately preceding " <b>Asset Works</b> " with "the <b>Transmission Connection</b> ".
2.13	<p>Amend clause as identified by the change marking in the text below:-</p> <p>2.13 [The <b>Transmission Reinforcement Works</b> are conditional on British Energy Generation Limited and/or Magnox Electric plc (as the case may be) granting approval to the carrying out of the <b>Construction Works</b> in terms of the Nuclear Site Licence Provisions Agreement being an agreement dated 30 March 1990 between NGC and Nuclear Electric plc (now called Magnox Electric plc) and an agreement dated 31 March 1996 between NGC and British Energy Generation Limited (and described as such). In the event of British Energy Generation Limited and/or Magnox Electric plc (as the case may be) not granting approval <b>NGC</b> shall be entitled to change the <b>Construction Works</b>, the <b>Construction Programme</b> and all dates specified in this <b>Construction Agreement</b>.]</p>
2.14	Replace reference to " <b>NGC</b> " where it immediately precedes " <b>Works</b> " with " <b>Construction</b> " on line 3.

2.15	Replace reference to “ <b>NGC</b> ” where it immediately precedes “ <b>Works</b> ” with “ <b>Construction</b> ” on line 5.
4.5	Replace reference to “ <b>NGC</b> ” with “ <b>Construction</b> ” on following lines:- Line 1, line 6 and line 9.
4.8	<p>Amend clause as identified by the change marking in the text below:-</p> <p>In the event that the <b>User</b> shall have failed, in circumstances not entitling it to the fixing of a new date as the <b>Commissioning Programme Commencement Date</b> pursuant to Clause 3.2, to complete the <b>User's Works</b> by [ ] to a stage where the <b>User</b> is ready to commence the <b>Commissioning Programme</b>, <b>NGC</b> shall have the right to terminate this <b>Construction Agreement</b> upon giving notice in writing to the <b>User</b>. In the event of such termination the <b>User</b> shall in addition to the amounts for which it is liable under Clause 2.4 to this <b>Construction Agreement</b> be liable to <b>NGC</b> to pay to <b>NGC</b> a sum equal to <b>NGC's</b> estimate or revised estimate of <b>Final Sums</b>. The <b>User</b> shall pay such sums within 14 (fourteen) days of the date of <b>NGC's</b> invoice(s) therefor and on termination (where applicable) <b>NGC</b> shall disconnect the <b>User's Equipment</b> at the <b>Connection Site</b> and:</p> <p>(a) the <b>User</b> shall remove any of the <b>User's Equipment</b> on, in relation to <b>Connection Sites</b> in England and Wales, <b>NGC's</b> or, in relation to <b>Connection Sites</b> in Scotland, <b>Relevant Transmission Licensee's</b> land within 6 months of the date of termination or such longer period as may be agreed between <b>NGC</b> or the <b>Relevant Transmission Licensee</b> (as appropriate) and the <b>User</b>; and</p> <p>(b) in the case of <b>Connection Sites</b> in England and Wales, <b>NGC</b> shall remove and, in the case of <b>Connection Sites</b> in Scotland, <b>NGC</b> shall procure that the <b>Relevant Transmission Licensee</b> removes, any <b>Transmission Connection Assets</b> on the <b>User's</b> land within 6 months of the date of termination or such longer period as may be agreed between <b>NGC</b> or the <b>Relevant Transmission Licensee</b> (as appropriate) and the <b>User</b>.</p>
5.4.2	Insert the following after “competent” at end of line 2 “[and a list of persons appointed pursuant to <b>Grid Code</b> CC5.2(m)];”
5.5	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1.
5.6	Replace reference to “ <b>NGC</b> ” where it immediately precedes “ <b>Transmission System</b> ” with “ <b>GB</b> ” on line 3.
7.1	Replace reference to “ <b>NGC</b> ” where it immediately precedes “ <b>Transmission System</b> ” with “ <b>GB</b> ” on line 1. Replace reference to “ <b>NGC</b> ” where it immediately precedes
	“ <b>Works</b> ” with “ <b>Construction</b> ” on line 5.

7.2	<p>Replace reference to “<b>NGC</b>” where it immediately precedes “<b>Reinforcement Works</b>” with “<b>Transmission</b>” on line 2.  Replace reference to “<b>NGC</b>” where it immediately precedes “<b>Transmission System</b>” with “<b>GB</b>” on line 5.</p>
9A.3.1	<p>Replace reference to “<b>NGC</b>” where it immediately precedes “<b>Plant</b>” with “<b>Transmission</b>” on line 3.  Add “<b>Transmission</b>” on line 3 after “<b>Plant and</b>” and before “<b>Apparatus</b>”.</p>
9A.3.2	<p>Amend clause as identified by the change marking in the text below:-</p> <p style="padding-left: 40px;">In respect of all capital items which <b>NGC</b> wishes to dispose (other than those which have been, or are proposed to be installed as a replacement for <b>Transmission Plant and Transmission Apparatus</b>) it shall forthwith (and subject to <b>NGC</b> obtaining the consent of the <b>Authority</b> under Standard Condition B3 of the <b>Transmission Licence</b> if required and/or subject to any <b>Relevant Transmission Licensee</b> obtaining the consent of the <b>Authority</b> under Standard Condition B3 of its transmission licence) sell or procure the sale of the said capital item on an arms-length basis as soon as reasonably practicable. Forthwith upon receipt of the sale proceeds <b>NGC</b> shall pay to the <b>User</b> the proceeds received from any such sale together with interest thereon calculated on a daily basis from the date of termination to the date of payment at <b>Base Rate</b> for the time being and from time to time less any reasonable costs associated with the sale including the costs and expenses reasonably incurred and/or paid and/or which <b>NGC</b> is legally bound to pay on removing the capital item, any storage charges and any costs reasonably incurred by <b>NGC</b> in respect of reinstatement associated with removal of the capital item. <b>NGC</b> shall provide the <b>User</b> with reasonably sufficient evidence of all such costs and expenses having been incurred. If the <b>Authority</b> does not agree to the disposal of the capital item the capital item shall be retained by <b>NGC</b> and <b>NGC</b> shall reimburse the <b>User</b> the notional current market value in situ of the said capital item as between a willing buyer and a willing seller as agreed between the parties and failing agreement as determined by reference to arbitration in accordance with the <b>Dispute Resolution Procedure</b> together with interest thereon calculated on a daily basis from the date of termination of this <b>Construction Agreement</b> to the date of payment at <b>Base Rate</b> for the time being and from time to time.</p>
9B.7.1	<p>Replace reference to “<b>NGC</b>” where it immediately precedes “<b>Plant</b>” with “<b>Transmission</b>” on line 2.  Add “<b>Transmission</b>” on line 3 after “<b>Plant and</b>” and before “<b>Apparatus</b>”.</p>
9B.7.2	<p>Amend clause as identified by the change marking in the text below:-</p>

	<p>In respect of all capital items which <b>NGC</b> wishes to dispose (other than those which have been, or are proposed to be installed as a replacement for <b>Transmission Plant and Transmission Apparatus</b>) it shall forthwith (and subject to <b>NGC</b> obtaining the consent of the <b>Authority</b> under Standard Condition B3 of the <b>Transmission Licence</b> if required and/or subject to any <b>Relevant Transmission Licensee</b> obtaining the consent of the <b>Authority</b> under Standard Condition B3 of its transmission licence) sell or procure the sale of the said capital item on an arms-length basis as soon as reasonably practicable. Forthwith upon receipt of the sale proceeds <b>NGC</b> shall pay to the <b>User</b> the proceeds received from any such sale together with interest thereon calculated on a daily basis from the date of termination to the date of payment at <b>Base Rate</b> for the time being and from time to time less any reasonable costs associated with the sale including the costs and expenses reasonably incurred and/or paid and/or which <b>NGC</b> is legally bound to pay on removing the capital item, any storage charges and any costs reasonably incurred by <b>NGC</b> in respect of reinstatement associated with removal of the capital item. <b>NGC</b> shall provide the <b>User</b> with reasonably sufficient evidence of all such costs and expenses having been incurred. If the <b>Authority</b> does not agree to the disposal of the capital item the capital item shall be retained by <b>NGC</b> and <b>NGC</b> shall reimburse the <b>User</b> the notional current market value in situ of the said capital item as between a willing buyer and a willing seller as agreed between the parties and failing agreement as determined by reference to arbitration in accordance with the <b>Dispute Resolution Procedure</b> together with interest thereon calculated on a daily basis from the date of termination of this <b>Construction Agreement</b> to the date of payment at <b>Base Rate</b> for the time being and from time to time.</p>
<p>11.1</p>	<p>Amend clause as identified by the change marking in the text below:-</p> <p>11.1 <span style="float: right;">Once an <b>Event of Default</b> pu</span>  <b>Connection Site</b> and:</p> <p>(a) the <b>User</b> shall remove any of the <b>User's Equipment</b> on, in relation to <b>Connection Sites</b> in England and Wales, <b>NGC's</b> or, in relation to <b>Connection Sites</b> in Scotland, <b>Relevant Transmission Licensee's</b> land within 6 months of the date of termination or such longer period as may be agreed between <b>NGC</b> or the <b>Relevant Transmission Licensee</b> (as appropriate) and the <b>User</b>; and</p> <p>(b) in the case of <b>Connection Sites</b> in England and Wales, <b>NGC</b> shall remove and, in the case of <b>Connection Sites</b> in Scotland, <b>NGC</b> shall procure that the <b>Relevant Transmission Licensee</b> removes, any <b>Transmission Connection Assets</b> on the <b>User's</b> <u>land within 6 months of the date of termination or such longer</u></p>

	period as may be agreed between <b>NGC</b> or the <b>Relevant Transmission Licensee</b> (as appropriate) and the <b>User</b> .
Appendix [H], heading	Replace reference to “ <b>NGC</b> ” with “ <b>TRANSMISSION</b> ”.
Appendix [G], heading	Replace reference to “ <b>NGC</b> ” with “ <b>TRANSMISSION CONNECTION</b> ”.
<b>Schedule 2 – Exhibit 4, Mandatory Services Agreement</b>	
Recital (A)	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 3.
3.2.1, second option	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 9.
<b>Schedule 3</b>	
Part 1, 1.2(a)	Replace “ <b>NGC</b> ” on line 10 with “ <b>GB</b> ”.
Part 1, 1.2(b)	Replace “ <b>NGC</b> ” on line 7 with “ <b>GB</b> ”.
Part 1, 1.2(c)	Replace “ <b>NGC</b> ” on line 7 with “ <b>GB</b> ”.
Part 1, 3.3(h)(ii)	Replace “ <b>NGC</b> ” on line 6 with “ <b>GB</b> ”.
Appendix 1, 5.1	Replace “ <b>NGC</b> ” with “ <b>GB</b> ” on penultimate line.
Appendix 6, 1.5	Replace “ <b>NGC</b> ” with “ <b>GB</b> ”.
Appendix 6, 2.2	Replace “ <b>NGC</b> ” with “ <b>GB</b> ”.
Appendix 6, 5(a)	Replace “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1.
Appendix 6, 5(b)	Replace “ <b>NGC</b> ” with “ <b>GB</b> ”.
<b>Exhibit A, CUSC Accession Agreement</b>	
Recital (A)	Amend paragraph as identified by the change marking in the text below:- (A) By the <b>CUSC Framework Agreement</b> dated 18 September 2001 made between the <b>Original Parties</b> named therein and as now in force between <b>CUSC Parties</b> and by virtue of any <b>CUSC Accession Agreement</b> entered into by any <b>New Party</b> before the date of this <b>CUSC Accession Agreement</b> , the <b>CUSC Parties</b> agreed to give effect to and be bound by the <b>CUSC</b> .
8	Remove the word “exclusive” on penultimate line. Insert “and the courts of Scotland only” on last line immediately after “England and Wales”.
9	Replace reference to “England or Wales” with “ <b>Great Britain</b> ” on second but last line.
<b>Exhibit B</b>	
Exhibit B, Front page	On last line of the header replace reference to “ <b>NGC</b> ” with <b>GB</b> ”.
1.	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 4.

8.	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p><b>8. In the course of processing the application it may be necessary for NGC to consult the appropriate Public Distribution System Operator(s) on matters of technical compatibility of the GB Transmission System with their Distribution System(s) or to consult the Relevant Transmission Licensees to establish the works required on the GB Transmission System. On grounds of commercial confidentiality NGC shall need authorisation for the release to the Public Distribution System Operator(s) or Relevant Transmission Licensees of certain information contained in the Application. Any costs incurred by NGC in consulting the Public Distribution System Operator(s) or Relevant Transmission Licensees would be included in the NGC Charges for the Application. If it is found by the Public Distribution System Operator(s) that any work is required on their Distribution System(s), then it will be for the Public Distribution System Operator(s) and the Applicant to reach agreement in accordance with Paragraph 6.10.3 of the CUSC.</b></p>
10	<p><b>Add an “s” to the word “Condition” in line 3, and replace “C7” with “C4 and C6”.</b>  <b>Replace “NGC’s” with “the” immediately before “Transmission Licence”.</b></p>
11	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p><b>11. In particular, NGC prepares Offers upon the basis that each party will design, construct, install, control, operate and maintain, in the case of the User, the Plant and Apparatus which he will own and, in the case of NGC, Transmission Plant and Transmission Apparatus usually but not necessarily applying the ownership rules set out in Paragraph 2.12 of the CUSC (Principles of Ownership). If the Applicant wishes NGC to carry out any of these matters on the Applicant’s behalf please contact NGC for further details.</b></p>
B. Paragraph 1.	<p><b>Replace reference to “NGC” with “GB” on line 4.</b></p>
B. Paragraph 3.	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p><b>3. Give details of the intended legal estate in the Connection Site (to include leasehold and freehold interests and in the case of Connection Sites in Scotland legal interests and heritable or leasehold interests including servitudes or other real rights) in so far as you are aware.</b></p>

B. Paragraph 6.	<p><b>Amend paragraph as identified by the change marking in the text below:-</b></p> <p>6.If you are prepared to make available to <b>NGC</b> or, for <b>Connection Sites</b> in Scotland, the <b>Relevant Transmission Licensee</b> the land necessary for the said sub-station, please set out brief proposals for their interest in it including (if relevant) such interest and the consideration to be paid for it.</p>
B. Paragraph 7.	<p><b>Amend paragraph as identified by the change marking in the text below:-</b></p> <p>7. Is space available on the <b>Connection Site</b> for working storage and accommodation areas for <b>NGC</b> contractors or, for <b>Connection Sites</b> in Scotland, the contractors of the <b>Relevant Transmission Licensee</b> ? If so, please indicate by reference to the plan referred to in (7) above the location of such areas, giving the approximate dimensions of the same.</p>
B. Paragraph 8.	<p>Amend paragraph as identified by the change marking in the text below:-</p> <p>8. Please provide details (including copies of any surveys or reports) of the physical nature of land in which you have a legal estate or legal interest at the proposed <b>Connection Site</b> including the nature of the ground and the sub-soil including the results of the following tests:-</p>
D.	<b>Replace reference to “NGC” with “Transmission Connection” on line 3.</b>
Connection Application paragraph 1.	<b>Replace reference to “NGC” with “GB” on line 1.</b>
Connection Application paragraph 4.	<b>Insert “or to the Relevant Transmission Licensee,” on line 3 after “System Operator(s)”.</b>
<b>Exhibit C</b>	
Exhibit C front	<b>On last line of heading replace reference to “NGC” with “GB”.</b>
	<b>First paragraph of letter replace reference to “NGC” with “the GB” on line 1.</b>
Paragraph 5.	Replace “C7” with “C9”.
<b>Exhibit D</b>	
1.	<b>Replace reference to “NGC” with “GB” on line 3.</b>
5.	Replace “C7” with “C8”. Delete reference to “ <b>NGC</b> ” before “ <b>Transmission Licence</b> ” on line
	12.

9.	<p><b>Amend paragraph as identified by the change marking in the text below:-</b></p> <p><b>9. In the course of processing your application, it may be necessary for NGC to consult the appropriate Public Distribution System Operator(s) on matters of technical compatibility of the GB Transmission System with their Distribution System(s) or the Relevant Transmission Licensees to establish the works required on the GB Transmission System. On grounds of commercial confidentiality NGC shall need your authorisation to the release to the Public Distribution System Operator(s) or the Relevant Transmission Licensees of certain information contained in your application. Any costs incurred by NGC in consulting the Public Distribution System Operator(s) or Relevant Transmission Licensees would be included in the NGC Charges for the application. If it is found by the Public Distribution System Operator(s) that any work is required on their Distribution System(s), then it will be for the Public Distribution System Operator(s) and the Applicant to reach agreement in accordance with Paragraph 6.10.3 of the CUSC.</b></p>
Use of System Application paragraph 1.	Use of System Application Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1.
Use of System Application paragraph 4.	<b>Insert “or Relevant Transmission Licensees” after “System Operator(s)” on line 3.</b>
<b>Exhibit E</b>	
First paragraph.	In first paragraph of letter replace reference “ <b>NGC</b> ” with “the <b>GB</b> ” on line 1.
Paragraph 4.	Replace “C7” with “C9”.
<b>Exhibit F</b>	
Paragraph 1.	<b>Replace reference to “NGC” with “GB” on line 3.</b>
Use of System Application paragraph 1.	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1.
<b>Exhibit G</b>	
First paragraph	<b>Replace reference to “NGC” with “GB” on lines 1 and 5.</b>
1.	<b>Replace reference to “NGC” with “GB” on line 1.</b>
5.	Replace “C7” with “C9”.
7.	<b>Replace reference to “NGC” with “GB” on line 1.</b>
Part I paragraph 2.	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1.
Part I paragraph 4.	<b>Replace reference to “NGC” with “GB” on line 2.</b>
Part II	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 2 of paragraph under the word “CONFIRMATION”.



<b>Exhibit H</b>	
<b>First paragraph</b>	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on lines 1 and 6.
1.	<b>Replace reference to “NGC” with “GB” on line 1.</b>
5.	Replace “C7” with “C9”.
7.	<b>Replace reference to “NGC” with “GB” on line 1.</b>
Part I paragraph 2.	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1.
Part I paragraph 4.	<b>Replace reference to “NGC” with “GB” on line 2.</b>
Part II	<b>Replace reference to “NGC” with “GB” on line 2 of paragraph under the word “CONFIRMATION”.</b>
<b>Exhibit I</b>	
8.	<p><b>Amend paragraph as identified by the change marking in the text below:-</b></p> <p><b>8. In the course of processing your application, it may be necessary for NGC to consult the appropriate Public Distribution System Operator(s) on matters of technical compatibility of the GB Transmission System with their Distribution System(s) or to consult the Relevant Transmission Licensees to establish the works required on the GB Transmission System. On grounds of commercial confidentiality, NGC shall need your authorisation to the release to the Public Distribution System Operator(s) or Relevant Transmission Licensees of certain information contained in your application. Any costs incurred by NGC in consulting the Public Distribution System Operator(s) or Relevant Transmission Licensees would be included in the NGC charges for the Modification Application. If it is found by the Public Distribution System Operator(s) that any work is required on their Distribution System(s), then it will be for the Public Distribution System Operator(s) and the Applicant to reach agreement in accordance with Paragraph 6.10.3 of the CUSC.</b></p>
10.	Add “s” to “Condition” on line 3 and replace “C7B” with “C4” and “C6”.
B paragraph 2.	<p><b>Amend paragraph as identified by the change marking in the text below:-</b></p> <p>2. Give details of the rights in any additional land which you are proposing to acquire at the <b>Connection Site</b> (to include leasehold and freehold interests and in the case of <b>Connection Sites</b> in Scotland legal interests and heritable or leasehold interests including servitudes or other real rights) so as to undertake the <b>Modification</b>).</p>
B paragraph 3.	<b>Amend paragraph as identified by the change marking in the</b>

	<p><b>text below:-</b></p> <p>3. Is space available on the <b>Connection Site</b> for working storage and accommodation areas for <b>NGC</b> contractors or, for <b>Connection Sites</b>, in Scotland the contractors of the <b>Relevant Transmission Licensees</b>? If so, please indicate by reference to a plan the location of such areas, giving the approximate dimensions of the same.</p>
D.	<b>Replace reference to “NGC” with “Transmission Connection” on line 3.</b>
<b>MODIFICATION APPLICATION</b> Paragraph 1.	Replace reference to “ <b>NGC</b> ” with “ <b>GB</b> ” on line 1.
Paragraph 4.	<b>Insert “or Relevant Transmission Licensees” after “Public Distribution System Operator(s)”</b>
<b>Exhibit J</b>	
Paragraph 2	<p><b>Amend paragraph as identified by the change marking in the text below:-</b></p> <p><b>2. This offer has been prepared upon the basis that each party will construct, install, control, operate and maintain, in the case of the User, the Plant and Apparatus which it will own, and in the case of NGC, the Transmission Plant and Transmission Apparatus applying the ownership rules set out in Paragraph 2.12 of the CUSC.</b></p>
6.	Replace “C7” with “C9”.
<b>Exhibit K</b>	
2.	<b>Replace reference to “NGC” with “GB” on line 1.</b>
4.	Replace “C7” with “C9”.
<b>Exhibit O Part 1A</b>	
Front page	<p><b>Amend header as identified by the change marking in the text below:-</b></p> <p><b>PART I</b></p> <p><b>A NGC ASSETS ON USER LAND IN ENGLAND AND WALES</b></p> <p><b>B RELEVANT TRANSMISSION LICENSEE ASSETS ON USER LAND IN SCOTLAND</b></p> <p><b>PART II</b></p> <p><b>A USER ASSETS ON NGC LAND</b></p> <p><b>B USER ASSETS ON RELEVANT TRANSMISSION LICENSEE LAND</b></p>
Page 2	<b>Amend headers as identified by the change marking in the text below:-:-</b>

	CUSC - EXHIBIT O - PART IA
	and
	<b>PART IA - NGC ASSETS ON USER LAND</b>
Page 3	<b>Amend header as identified by the change marking in the text below:-</b> CUSC - EXHIBIT O - PART IA
	<b>INTERFACE AGREEMENT</b>
	<b>Relating to NGC Assets on User Land in England and Wales</b>
Page 4	Amend header as follows:- <b>CUSC - EXHIBIT O - PART IA</b>
Definition of "Connection Agreement"	<b>Replace reference to "NGC" with "GB" on line 7.</b>
11.2	<b>Amend paragraph as identified by the change marking in the text below:-</b> 11.2 Subject and without prejudice to clause 10 and to clause 11.4 the Parties irrevocably agree that only the courts of England and Wales and the courts of Scotland are to have jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding (together in this clause 11 referred to as "Proceedings") arising out of or in connection with this Agreement may be brought in such courts.
11.3	<b>Amend paragraph as identified by the change marking in the text below:-</b>  11.3 Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any Proceedings in any such court as is referred to in this clause 11 and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts of England and Wales or the courts of Scotland shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction.
12.4.1	<b>Replace reference to "NGC" with "GB" on line 1.</b>
12.4.2	<b>Replace reference to "NGC" with "GB" on line 2.</b>
12.4.5	Delete reference to "British Grid Systems Agreement".
Schedule 6 Page 55	Amend paragraph as identified by the change marking in the text below:-  <b>END OF SECTION O PART IA</b>
<b>Exhibit O Part 1B</b>	

	<b>New Exhibit to be inserted as attached.</b>
<b>Exhibit O Part IIA</b>	
Front page	Amend headers as follows:- <b>CUSC - EXHIBIT O - PART II A</b>
	<b>PART II A- USER ASSETS ON NGC LAND</b>
Page 2	Amend header as identified by the change marking in the text below:- <b>CUSC - EXHIBIT O - PART IIA</b>
Page 3	Amend header as identified by the change marking in the text below:- <b>CUSC - EXHIBIT O - PART IIA</b>
Definition of "Connection Agreement"	Replace reference to " <b>NGC</b> " with " <b>GB</b> " on line 7.
11.2	Amend paragraph as identified by the change marking in the text below:- 11.2 Subject and without prejudice to clause 10 and to clause 11.4 the Parties irrevocably agree that only the courts of England and Wales and the courts of Scotland are to have jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding (together in this clause 11 referred to as "Proceedings") arising out of or in connection with this Agreement may be brought in such courts.
11.3	Amend paragraph as identified by the change marking in the text below:-  11.3 Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any Proceedings in any such court as is referred to in this clause 11 and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts of England and Wales or the courts of Scotland shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction.
12.4.1	Replace reference to " <b>NGC</b> " with " <b>GB</b> ".
12.4.2	Replace reference to " <b>NGC</b> " with " <b>GB</b> " on line 2.
12.4.5	Delete reference to "the British Grid Systems Agreement and".
Schedule 6 Page A-52	Amend header as identified by the change marking in the text below:- <b>END OF SECTION O PART II A</b>

<b>Exhibit O Part IIB</b>	
	New Exhibit to be inserted as attached.
<b>Section 5</b>	